

1 **Section 2.** The City Clerk is authorized and directed to attest to the City Manager’s Signature on the
2 Settlement Agreement.

3 **Section 3.** The City notes that the agreed-upon settlement amount of Twenty-five Thousand Dollar
4 (\$25,000.00) settlement amount, will be paid to the Plaintiff by the Arkansas Municipal League, Municipal
5 Defense Program (AMLDP) and that the City will pay its contribution directly to the AMLDP.

6 **Section 4.** The City notes that, pursuant to the AMLDP and agreement from the Arkansas Municipal
7 League, the City’s contribution to the Settlement is Two Thousand Five Hundred Dollars (\$2,500.00), and
8 the AMLDP’s contribution is Twenty-two Thousand Five Hundred Dollars (\$22,500.00).

9 **Section 5.** The Director of Finance is authorized and directed to issue payment in the amount of Two
10 Thousand Five Hundred Dollars to the Arkansas Municipal League, Municipal Defense Program (AM-
11 LDP), in accordance with the terms of the Settlement Agreement within two (2) business days of the exe-
12 cution of the Settlement Agreement.

13 **Section 6.** The City Attorney is authorized and directed to take all actions necessary to implement the
14 terms of the Settlement Agreement, including but not limited to filing appropriate dismissal documents with
15 the Eastern District of Arkansas.

16 **Section 7. Severability.** In the event any title, section, paragraph, item, sentence, clause, phrase, or word
17 of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication
18 shall not affect the remaining portions of the resolution which shall remain in full force and effect as if the
19 portion so declared or adjudged invalid or unconstitutional were not originally a part of the resolution.

20 **Section 8. Repealer.** All laws, ordinances, resolutions, or parts of the same, that are inconsistent
21 with the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

22 **ADOPTED: June 2, 2026**

23 **ATTEST: ATTEST**

APPROVED

24
25 _____
26 **Allison Segars, City Clerk**

Frank Scott, Jr., Mayor

27 **APPROVED AS TO LEGAL FORM:**

28
29 _____
30 **Thomas M. Carpenter, City Attorney**

31 //

32 //

33 //

34 //

Exhibit A



COLLINS, COLLINS & RAY, P.A.

ccrlawfirm.com
brian@ccrlawfirm.com
Phone Number: (501) 603-9911

May 22, 2026

Via Email:

Mr. Cody Pritchard (cpritchard@littlerock.gov)
Ms. Lynette Boggs-Perez (lperez@littlerock.gov)
Mr. Thomas Carpenter (tcarpenter@littlerock.gov)
LITTLE ROCK CITY ATTORNEY'S OFFICE
500 W. MARKHAM STREET, SUITE 310
LITTLE ROCK, AR 72201

Ms. Jenna Adams (jenadams@arml.org)
ARKANSAS MUNICIPAL LEAGUE
P.O. BOX 38
NORTH LITTLE ROCK, AR 72115

S. Milton DeJesus (milton@insves.com)
RAINWATER, HOLT & SEXTON
801 TECHNOLOGY DRIVE
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Mr. Daniel Woodyard (dwoodyard@fridayfirm.com)
FRIDAY, ELDREDGE & CLARK, LLP
400 WEST CAPITOL AVENUE, SUITE 2000
LITTLE ROCK, AR 72201

Mr. Russell A. Wood (rwood@woodlawfirm.com)
WOOD LAW FIRM, P.A.
501 EAST 4TH STREET, SUITE #4
RUSSELLVILLE, AR 72801

Re: CINDY ORTIZ V. CITY OF LITTLE ROCK, ARKANSAS, ET AL., United States
District Court Eastern District of Arkansas, Central Division,
Case No. 4:24-cv-246-BRW

Counsel:

I am writing to confirm that all parties have agreed to settle the above referenced matter with timely payment to Plaintiff, Cindy Ortiz, as Special Administrator of the Estate

912 W. 4th Street – Little Rock, Arkansas 72201

of Zayne Josue Ortiz, in the amount of \$25,000.00, paid by the Arkansas Municipal League. There are no liens associated with this matter.

We have enclosed a copy of our firm's W-9 and ask that you please make out the settlement check as follows:

"Cindy Ortiz, as Special Administrator of the Estate of Zayne Josue Ortiz and their attorneys, Collins, Collins & Ray, P.A." in the amount of \$25,000.00 in settlement of this claim.

Upon payment and execution of a suitable release, we will present the proposed settlement to the probate court seeking an order approving settlement and allowing for disbursement and closing of the Estate.

Please confirm receipt and acceptance of these terms. It has been a pleasure working with each of you. On behalf of Ms. Ortiz and the Estate of her son, we further appreciate your willingness to resolve this matter in lieu of continuing litigation. It has been an open wound for Ms. Ortiz, and she is pleased to not have to relive this tragedy at trial and I hope that is true for everyone involved.

Sincerely,

COLLINS, COLLINS & RAY, P.A.

BY 
Brian W. Ray

Exhibit B

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
CENTRAL DIVISION**

**CINDY ORTIZ, Individually as mother
and next of kin to Zayne Josue Ortiz,
and as Special Administratrix of the
Estate of Zayne Josue Ortiz, deceased,
and on behalf of all wrongful death
beneficiaries of Zayne Josue Ortiz**

PLAINTIFF

V. CASE NO. 4:24-cv-00246-JM

**CITY OF LITTLE ROCK, ARKANSAS;
HENRY TOPPS, Individually and in his
Official capacity as an officer of the
Little Rock Police Department;
JOSHUA THOMAS, Individually and in his
Official capacity as an officer of the
Little Rock Police Department;
DERRICK THREADGILL, Individually and in his
Official capacity as an officer of the
Little Rock Police Department;
KEITH HUMPHREY, in his Official capacity as
Chief of Police for Little Rock Police Department;
EDGAR REYES, Individually; and
MARIA GONZALEZ, Individually**

DEFENDANTS

**GENERAL RELEASE OF ALL CLAIMS
AND SETTLEMENT AGREEMENT**

RECITALS:

1. The parties being released hereunder, the City of Little Rock, Arkansas; Henry Topps, individually and in his official capacity as an officer of the Little Rock Police Department¹; Joshua Thomas, individually and in his official capacity as an officer of the Little Rock Police

¹ Henry Topps resigned from the Little Rock Police Department in lieu of termination and has been decertified as a law enforcement officer by the Commission on Law Enforcement Standards and Training.

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FOR RELEASING PARTY

FOR RELEASED PARTIES

By: _____

By: _____

Department; Derrick Threadgill, individually and in his official capacity as an officer of the Little Rock Police Department; Keith Humphrey, in his official capacity as Chief of Police for Little Rock Police Department; and each of their respective servants, attorneys, principals, agents, employees, deputies, representatives, elected officials, insurers, self-insurers, risk management funds, predecessors, successors, assigns, affiliates, divisions, branches, departments and/or any entity or person acting by, through, under or in concert with any of them, and/or any person or entity acting directly or indirectly in the interest of and/or acting with or on behalf of any of them personally, officially or in any capacity whatsoever, shall hereinafter be referred to, jointly and individually as "Released Parties."

2. The party executing this Release, Cindy Ortiz, individually as mother and next of kin to Zayne Josue Ortiz, and as Special Administratrix of the Estate of Zayne Josue Ortiz, deceased, and on behalf of all wrongful death beneficiaries of Zayne Josue Ortiz, her respective heirs, successors, assigns, executors, administrators, agents or representatives of any kind, shall hereinafter be referred to, jointly and individually, separately and collectively, as "Releasing Party."

3. This General Release and Settlement Agreement is between the Released Parties and Releasing Party, and is hereafter referred to as the "Release," or the "Agreement."

4. As used in this Agreement, the singular or plural shall be deemed to include the other whenever the context so indicates or requires.

5. As consideration for the Release, the Released Parties provide the Releasing Party the following:

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FOR RELEASING PARTY

FOR RELEASED PARTIES

By: _____

By: _____

(a) A check in the amount of \$25,000.00, made payable to Cindy Ortiz, as Special Administrator of the Estate of Zayne Josue Ortiz and their attorneys, Collins, Collins & Ray, P.A.

6. In exchange for the above consideration, the receipt, sufficiency and adequacy of which is hereby expressly acknowledged, Releasing Party does hereby irrevocably and unconditionally release, acquit, remise, and forever discharge Released Parties from any and all rights, promises, obligations, liens, claims, demands, liabilities, actions and causes of actions of whatever kind and character, in law or equity, in contract, tort or other, both known and unknown, disclosed and undisclosed, actual and consequential, specific and general, however denominated, including, but not limited to, those arising out of or in any way connected with the interaction or contact of whatever nature, of the Releasing Party with the Released Parties, for any past or present claim, relief or cause of action, no matter how denominated, for income from any source, declaratory or injunctive relief, compensatory, liquidated or punitive damages, money, remuneration, or thing of value whatsoever, by the Releasing Party against the Released Parties, including, without limitation, any allegations, causes of action, claims and/or matters caused by, arising out of, related to or in any way connected with the association, affiliation, agency, contact, arrest, or interaction of whatever character or nature of Releasing Party with Released Parties, and/or arising under, relating to or covered by any federal, state or local ordinance, law, statute, act, custom, usage, rule or regulation and including, without limitation, any claim or cause of action which was, or could have been stated in *Cindy Ortiz, et al. v. City of Little Rock, Arkansas, et al., In the United States District Court, Eastern District of Arkansas, Central Division, Case No. 4:24-cv-00246-JM.*

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FOR RELEASED PARTIES

By: _____

By: _____

7. It is the express intent of the Releasing Party to enter into this full and final settlement and compromise of any and all claims against the Released Parties arising out of events related to this complaint occurring up to and including the date of execution of this Release. It is also the express intent of the Releasing Party to release and waive each and every claim for damages, known and unknown, developed or which might develop in the future resulting from any practices, acts or omissions of the Released Parties occurring up to and including the date of the execution of this Release. Further, the Releasing Party shall not file any additional charge, claim, appeal, or suit or in any other way pursue any claim against the Released Parties based on any event, occurrence, or claims arising out of this complaint with the Released Parties occurring up to and including the date of execution of this Release.

8. It is understood, agreed and stipulated between the parties hereto that the consideration described herein is in complete and full accord, satisfaction and discharge of any and all doubtful or disputed claims, whatsoever.

9. The Releasing Party stipulates and agrees not to initiate, join in, continue and/or institute any legal proceedings, process, or appeal based on the claims or causes of action described herein occurring up to and including the date of the execution of this Release before any administrative, judicial or any other forum against the Released Parties, whatsoever. Specifically, Releasing Party agrees that the instant agreement settles any and all claims or complaints that Releasing Party or anyone acting at Releasing Party's direction or advice might have filed with any state, local, or federal official, agency, or entity of whatever kind against the Released Parties regarding the events which formed the basis of the lawsuit in this matter. Released Parties,

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NOT TO BE FILED WITH ANY AGENCY OR COURT

FOR RELEASING PARTY

FOR RELEASED PARTIES

By: _____

By: _____

likewise, agree that this agreement settles any and all claims that Released Parties may have against the Releasing Party arising out of the events related to this complaint.

10. Releasing Party further agrees not to file nor permit to be filed on her behalf, any claim, charge or cause of action and will not permit herself to be a member of any potential or existing class or representative action seeking relief for any matter raised herein occurring up to and including the date of the execution of this Release.

11. Released Parties do not, by virtue of this Agreement, admit liability to anyone or any entity as a result of any incident, act or omission described in or cognizable by the aforementioned claims or causes of action. This Agreement is entered into for the sole purpose of settlement and compromise. It is stipulated and agreed this Agreement and the negotiations of the parties resulting in this Agreement shall not constitute admissible evidence of any matter for any purpose whatsoever, other than for the sole purpose of a claim of a breach of this Agreement.

12. This Agreement is not an admission by Released Parties of any unlawful acts against Releasing Party or any other person whatsoever. Released Parties specifically deny any violation of any act, statute or law whatsoever. Released Parties deny and disclaims any liability to Releasing Party or any other person whatsoever.

13. Releasing Party warrants and represents: (1) that she is competent and entitled to give this complete release and discharge; (2) there are no prior assignments or transfers of any portion of or interest in any of her claims or causes of action; (3) there are no liens or claims of lien or assignments in law or equity or otherwise of or against the claims or causes of action of the Releasing Party herein; and (4) Releasing Party is fully aware of all facts and rights and applicable

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NOT TO BE FILED WITH ANY AGENCY OR COURT

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FOR RELEASED PARTIES

By: _____

By: _____

law with regard to her claims and/or causes of action and is represented by counsel of her choice with respect to those claims and/or causes of action, and has had the full opportunity to review and approve the content and execution of this Agreement with her counsel.

14. The Releasing Party will indemnify and save harmless the Released Parties from any loss, claim, expense, attorney's fees, costs, demand, or cause of action of any kind or character through the assertion by any person of a claim or claims connected with the subject matter of this Agreement caused, counseled, initiated, aided, assisted, or advanced by the Releasing Party, and from any loss incurred directly or indirectly by reason of a falsity of misrepresentation herein by the Releasing Party.

15. Should any part of this General Release and Settlement Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid parts, terms, or provisions shall be deemed not to be a part of this General Release and Settlement Agreement.

16. It is agreed and stipulated between the parties hereto that no federal taxes or state taxes have been withheld or paid from the monies paid to Releasing Party. The amount described herein is to be settlement of costs, attorney's fees, and/or for other damages allegedly incurred by Releasing Party. The Parties shall each file all required federal, state, and local income tax returns and related filings in a manner fully consistent with the provisions contained in this Agreement. Releasing Party agrees to pay any additional taxes that may become due on the amount paid by the Released Parties in consideration for the foregoing Release, and to hold the Released Parties harmless from any and all claims for any taxes thereon. Except as otherwise provided in this

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FOR RELEASED PARTIES

By: _____

By: _____

Agreement, each Party shall bear its own attorneys' fees and other costs and expenses incurred in connection with this lawsuit.

17. This Agreement contains the entire agreement, understanding and stipulation between the parties hereto, none of whom admit allegations, defenses or other assertions made in any pleading filed in the aforementioned lawsuit. It fully and finally supersedes any and all prior negotiations, promises, agreements or understandings between the parties hereto pertaining to the subject matter hereof. The Parties have had full possession of any and all facts with regard to the claims or rights of each other, and full access to respective counsel. The terms of this Agreement are contractual, not a mere recital, and may be enforced in court. This Agreement is executed in the State of Arkansas and in all respects shall be interpreted, enforced and governed under the laws of said State. Except as stated herein, the terms of this Agreement are executed without reliance upon any representation by the Released Parties or any of their representatives.

18. The Releasing Party agrees to promptly take the necessary steps to obtain an order from the court to dismiss with prejudice the complaint filed by the Releasing Party in *Cindy Ortiz, et al. v. City of Little Rock, Arkansas, et al.*, In the United States District Court, Eastern District of Arkansas, Central Division, Case No. 4:24-cv-00246-JM.

19. **THIS IS A FULL AND FINAL RELEASE. THE RELEASING PARTY HAS CAREFULLY READ THIS RELEASE AND EXECUTES THE SAME OF HER OWN FREE WILL WITH A FULL UNDERSTANDING OF AND VOLUNTARY AGREEMENT TO ITS CONTENTS.**

WITNESS our signatures this ____ day of _____, 2026.

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NOT TO BE FILED WITH ANY AGENCY OR COURT

FOR RELEASING PARTY

FOR RELEASED PARTIES

By: _____

By: _____

RELEASING PARTY:

RELEASED PARTIES:

Cindy Ortiz, Plaintiff

City of Little Rock, Arkansas
By: Delphone Hubbard, City Manager

City of Little Rock, Arkansas
Thomas M. Carpenter, City Attorney

Cody Pritchard, Attorney for Defendants
Keith Humphrey and Derreck Threadgill

Jenna Adams, Attorney for Defendant
Joshua Thomas

Daniel Woodyard, Attorney for Defendant
Henry Topps

I, Brian Wayne Ray, Collins, Collins & Ray, P.A., 912 West Fourth Street, Little Rock, AR 72201, hereby acknowledge full, complete and final satisfaction of any and all costs, expenses and attorney's fees or liens for and/or on behalf of Releasing Party in this cause, whatsoever. I further state that this General Release and Settlement Agreement has been executed with my knowledge and approval. I hereby waive and/or release any and all claims for costs, expenses and/or attorney's fees, whatsoever, against the Released Parties.

Brian Wayne Ray, Attorney for Plaintiff

NOT TO BE FILED WITH ANY AGENCY OR COURT

FOR RELEASING PARTY

FOR RELEASED PARTIES

By: _____

By: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss
COUNTY OF _____)

Personally appeared before me, the undersigned Notary Public, within and for the county and state aforementioned, **Thomas M. Carpenter, City Attorney for City of Little Rock, Arkansas**, after being duly sworn, states that it has executed the foregoing instrument, styled General Release of All Claims and Settlement Agreement of its own will.

DATED THIS ____ DAY OF _____, 2026.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

NOT TO BE FILED WITH ANY AGENCY OR COURT

FOR RELEASING PARTY
By: _____

FOR RELEASED PARTIES
By: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss
COUNTY OF _____)

Personally appeared before me, the undersigned Notary Public, within and for the county and state aforementioned, **Cody Pritchard**, after being duly sworn, states that he has executed the foregoing instrument, styled General Release of All Claims and Settlement Agreement of his own will.

DATED THIS ____ DAY OF _____, 2026.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

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NOT TO BE FILED WITH ANY AGENCY OR COURT

FOR RELEASING PARTY

By: _____

FOR RELEASED PARTIES

By: _____

