

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

**JAMES SPRINGER,**  
*Plaintiff,*

v.

**DEAN RIANO in his individual capacity AND  
CITY OF MCKINNEY, TEXAS**  
*Defendants.*

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**CIVIL ACTION NO. 4:25-cv-01317**

**JURY DEMANDED**

**CONFIDENTIAL RELEASE OF CLAIMS**

I. Parties.

James Springer a/k/a James Freeman (“Plaintiff”) executes the following Confidential Release of Claims (“Release”) for the consideration and purposes expressed herein:

II. Recitals:

WHEREAS, Plaintiff filed suit against the City of McKinney, Texas and one of its police officers, Dean Riano, (“Defendants”) in the above-styled action, Civil Action No. 4:25-cv-01317, in the Eastern District of Texas (hereinafter referred to as the “Lawsuit”).

WHEREAS, Plaintiff alleges in the Lawsuit claims of violation of various statutes and constitutional rights, including but not limited claims under 42 U.S.C. § 1983 for violations of rights under the First, Fourth, and Fourteenth Amendments, and violation of the Privacy Protection Act under 42 U.S.C. § 2000aa.

WHEREAS, the factual and legal allegations in the Lawsuit are in dispute and Defendants specifically and generally deny any and all wrongdoing, liability, and/or responsibility for Plaintiff’s claims.

WHEREAS, Plaintiff and Defendants desire to compromise and settle all asserted, unasserted, and potential allegations, claims and causes of action of any kind whatsoever that Plaintiff may have, arising out of, or which may in the future arise from, or relate to Plaintiff's October 8, 2025 detention, arrest, and search and seizure of person and property ("Incident"), and any matters relating to same, including but not limited to alleged false statements and omissions in an affidavit relating to the incident, post-Incident search and seizure of property, alleged closure of public forum(s), and any other pre-Incident or post-Incident matters relevant to the Incident or the events or the issues set forth in the Lawsuit.

WHEREAS, the full terms and conditions of the compromise and settlement are set forth in this Release;

NOW, therefore, in consideration of the promises, agreements, warranties, and representations contained herein, including the recitals set forth above which shall be incorporated into the terms herein, Plaintiff, after consulting with his respective counsel, agrees voluntarily to the following:

1. Consideration

In consideration of the settlement of all claims, release, defense and indemnification, and other promises and consideration set forth herein, Plaintiff and his attorney(s) shall receive from the Texas Municipal League Intergovernmental Risk Pool ("TMLIRP") a total of \$40,000.00 (forty thousand dollars and .00/100) payable on behalf of Defendants and the other Released Parties in one check made payable to "James Springer and Grable PLLC." Plaintiff acknowledges the sufficiency of the aforementioned sum. Said payment is pursuant to and in exchange for this Release and constitutes full payment to Plaintiff and his counsel in satisfaction of all claims against the Defendants and any of the other Released Parties (as defined below).

The foregoing check will be sent to the offices of Brandon J. Grable, Grable PLLC, 12451 Starcrest Dr. Ste. 206, San Antonio, Texas 78216 within fifteen (15) days of Plaintiff providing all the following: (a) this signed Release; and (b) a completed W-9 form for Plaintiff's counsel's law firm, Grable Law.

In further consideration of the release and other terms set forth in this Release, Plaintiff agrees to file a motion and seek an order disposing of all claims asserted, or that could have been asserted, by Plaintiff against Defendants, with prejudice and with each party to pay their respective attorneys' fees, costs, and expenses.

2. Plaintiff's Release.

**FOR THE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, PLAINTIFF DOES HEREBY GENERALLY AND FULLY RELEASE, ACQUIT, AND FOREVER DISCHARGE THE CITY OF MCKINNEY AND ALL OF ITS CURRENT OR FORMER EMPLOYEES (INCLUDING BUT NOT LIMITED TO DEAN RIANO AND THE OFFICERS AND PERSONNEL INVOLVED IN THE INCIDENT OR POST-INCIDENT ACTION RELATED TO THE INCIDENT), OFFICIALS, AGENTS, OFFICERS, DIRECTORS, DEPARTMENTS, REPRESENTATIVES, ASSOCIATIONS, PARTNERSHIPS, CORPORATIONS, INSURERS, RISK POOLS, INDEMNITORS (INCLUDING BUT NOT LIMITED TO THE TMLIRP), ATTORNEYS, AND ANY AND ALL PERSONS OR OTHER ENTITIES FOR WHOSE CONDUCT THE PARTIES HEREBY RELEASED MAY BE LIABLE ("RELEASED PARTIES"), OF AND FROM ANY AND ALL CLAIMS, DAMAGES, DEBTS, DEMANDS, SUITS, CONTROVERSIES, SUMS OF MONEY, JUDGMENTS, LIABILITIES, PENALTIES, LIENS, ACTIONS OR CAUSES OF ACTION OF ANY**

**KIND OR CHARACTER WHATSOEVER WHETHER IN LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO: ANY CLAIMS UNDER THE UNITED STATES OR TEXAS CONSTITUTIONS, 42 U.S.C. § 1981 CLAIMS, 42 U.S.C. § 1983 CLAIMS (INCLUDING BUT NOT LIMITED CLAIMS FOR VIOLATIONS OF RIGHTS UNDER THE FIRST, FOURTH, AND FOURTEENTH AMENDMENTS), CLAIMS UNDER THE PRIVACY PROTECTION ACT UNDER 42 U.S.C. § 2000AA, CLAIMS BASED IN CONTRACT, WARRANTY, STATUTE, OR TORT, CLAIMS OF NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, MALICE OR INTENTIONAL CONDUCT, BY STATUTE OR AT COMMON LAW, WHICH PLAINTIFF HAS OWNED OR HAS HELD IN THE PAST, OR MAY NOW OR IN THE FUTURE OWN OR HOLD, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, PRESENTLY EXISTING OR WHICH MIGHT ARISE IN THE FUTURE, WHICH IN ANY WAY ARISE FROM, GROW OUT OF, OR RESULT FROM, OR WHICH MAY IN THE FUTURE ARISE FROM, GROW OUT OF OR RESULT FROM THE INCIDENT, INCLUDING BUT NOT LIMITED TO DETENTION, ARREST, SEARCH AND SEIZURE OF PROPERTY, ALLEGED FALSE STATEMENTS AND OMISSIONS RELATING TO THE INCIDENT, ALLEGED CLOSURE OF PUBLIC FORUM(S), FIRST AMENDMENT VIOLATIONS< AND ANY OTHER PRE-INCIDENT OR POST-INCIDENT MATTERS RELEVANT TO THE INCIDENT OR EVENTS AND ISSUES SET FORTH IN THE LAWSUIT, INCLUDING ANY CLAIMS OR CAUSES OF ACTION FOR THE FOLLOWING: DAMAGES FOR VIOLATIONS OF RIGHTS, PUNITIVE OR EXEMPLARY DAMAGES, TREBLE DAMAGES, DAMAGES FOR PROPERTY DAMAGES, PERSONAL INJURIES OR BODILY INJURY, MENTAL ANGUISH,**

**MEDICAL EXPENSES, PAY CLAIMS, LOSS OF PROFITS/WAGES, OTHER ECONOMIC LOSSES, SUBROGATION AMOUNTS, DAMAGES FOR ANY VIOLATION OF STATUTE, REGULATION OR LAW, ATTORNEY'S FEES, COURT COSTS OR ANY OTHER KIND OF EXPENSE, LOSS, INJURY OR DAMAGE OF ANY KIND OR CHARACTER, OF WHATEVER DESCRIPTION.**

3. Representations and Warranties.

As a further part of the consideration, Plaintiff expressly and individually, for himself and for his heirs, representatives and assigns, expressly warrants and represents that: (1) Plaintiff is legally competent to execute this Release; (2) Plaintiff has not assigned, pledged or otherwise in any manner whatsoever sold or transferred either by instrument in writing or otherwise, any right, title, interest, or claim which Plaintiff has or may have by reason of any matters arising out of or relating to the Lawsuit other than to Plaintiff's attorney; and (3) Plaintiff is over the age of eighteen (18) years and has the authority to bind himself to this Release.

Plaintiff acknowledges that he had the opportunity to consult with an attorney for advice regarding the effect of this Release prior to signing it. Plaintiff agrees that he fully understands his right to discuss this Release with an attorney of his choice and at his expense and that he has had adequate opportunity to do so.

4. Indemnity.

**FURTHERMORE, AS PART OF THE CONSIDERATION, PLAINTIFF HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES OF AND FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION OF WHATSOEVER NATURE OR CHARACTER WHICH HAVE BEEN, OR WHICH MAY HEREAFTER BE ASSERTED BY, ANY PERSON, FIRM, OR**

CORPORATION WHATSOEVER ON BEHALF OF PLAINTIFF, HIS HEIRS, REPRESENTATIVES, AGENTS OR ASSIGNS FOR DAMAGES OR RELIEF OF ANY KIND ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE INCIDENT OR THE LAWSUIT. SUCH INDEMNIFICATION SHALL INCLUDE, BUT IS NOT LIMITED TO, THE AMOUNT OF SAID CLAIMS AND THE COSTS OF DEFENDING THEM, INCLUDING ATTORNEYS' FEES, RELATED EXPENSES, AND COURT COSTS.

THE INDEMNITIES AND RELEASES SET OUT IN THIS RELEASE ARE INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED IN WHOLE OR IN PART BY ANY ACT, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, INTENTIONAL CONDUCT, VIOLATION OF STATUTE OR COMMON LAW, STATEMENT, REPRESENTATION, TORT, BREACH OF DUTY, OR ANY OTHER CONDUCT WHATSOEVER OF THE RELEASED PARTIES.

5. No Liability or Wrongdoing Admitted.

Plaintiff understands and acknowledges that this document and resolution constitutes a settlement of disputed claims. Defendants and the other Released Parties adamantly deny any wrongdoing, liability, or obligation whatsoever to Plaintiff. It is further understood that the consideration set forth herein is being paid by TMLIRP, as the Defendants' indemnitor, solely to compromise and settle a dispute, and thereby avoid the uncertainty and expense of litigation, and that such consideration does not constitute or imply any admission of liability of any kind or

character by Defendants or any of the other Released Parties, and that, in fact, all such liability is expressly denied.

6. Obligation With Respect To Taxes.

Plaintiff shall be responsible for the tax implications of this settlement, if any. Plaintiff shall, as a material term of this settlement, pay any and all taxes, if any, which are required by law to be paid with respect to the amount he receives under this Release. Further, Plaintiff shall indemnify, defend, and hold harmless the Released Parties from any claims, demands, deficiencies, levies, assessments, executions, judgments, or recoveries by any governmental entity against the Released Parties for any unpaid taxes for which Plaintiff is responsible for, including any costs, expenses or damages sustained by the Released Parties by reason of any such claims. Plaintiff expressly agrees that in addition to the Released Parties being entitled to recover attorneys' fees for a breach of contract claim, should Plaintiff not pay any obligated taxes within a reasonable time, the Released Parties are entitled to the recovery of costs and attorneys' fees in pursuing the obligated amount.

7. Medicaid/Medicare and Other Liens

Plaintiff expressly represents, warrants, and agrees that no Medicare or Medicaid benefits have been accepted or paid on his behalf or any injuries or damages claimed or applicable to this Lawsuit, that he is not enrolled in the Medicare or Medicaid programs, that he is not currently eligible for enrollment in the Medicare or Medicaid programs, that he does not have a reasonable expectation of being eligible for enrollment in the Medicare or Medicaid programs within thirty (30) months of this settlement, and that he will not apply for Medicare or Medicaid benefits within the next thirty (30) months. In the unexpected event that Plaintiff incurs expenses which are covered by the Medicare or Medicaid programs that relate to any injuries or damages claimed or

applicable to this Lawsuit, Plaintiff agrees that he will not file any claim with Medicare or Medicaid for any such future medical care or treatment that is or may be related to the injuries or medical conditions alleged in this case. Furthermore, it is specifically agreed and understood that the Released Parties do not assume liability for any medical bills or expenses, or any other costs or expenses incurred, by or on behalf of Plaintiff, or for the subrogated interest of any insurer, healthcare organization, including any HMO, or governmental agency or program, in particular Medicare or Medicaid, for providing medical care and/or benefits of any nature, whether workers' compensation benefits or otherwise, to Plaintiff.

It is further agreed and understood that, to the extent that there are any outstanding bills, charges, expenses, debts, claims, and liens, including the liens of any medical facility, health care provider, insurer, healthcare organization, or governmental agency, for medical or other services rendered to Plaintiff, Plaintiff shall satisfy and discharge all such bills, charges, expenses, debts, claims, and liens from the total settlement amount. Plaintiff represents and warrants that: (1) there are no outstanding liens, subrogation interests or assignment claims of any insurance companies, healthcare organizations or governmental entities, or others, (2) that all such liens and claims, shall be or have been fully satisfied out of the proceeds of this settlement, and (3) that all future medical bills, hospital bills and expenses, or any other costs or expenses incurred by or on behalf of Plaintiff, or for the subrogated interest of any insurer, healthcare organization, including any HMO, or governmental agency or program, in particular Medicare or Medicaid, for providing medical care and/or benefits of any nature, whether workers' compensation benefits or otherwise, shall be satisfied out of the proceeds of this settlement. This section is not intended to limit in any way the defense, indemnification, and hold harmless clauses set forth herein elsewhere.

8. Confidentiality

Except as may be required by law or judicial process (including but not limited to open records disclosure obligations under the Texas Public Information Act), as a material part of this Agreement and the consideration paid, Plaintiff agrees not to disclose the terms of the settlement of claims, including but not limited to the amount paid in settlement. Plaintiff may disclose the terms of the settlement and amounts paid with his legal and financial/tax advisors. The only statement Plaintiff and/or his attorney(s) may make with regard to the monetary consideration paid herein or with regard to the settlement of and facts of the matter is, "The matter has been resolved." Without limitation, Plaintiff agrees not to discuss the amount of settlement with any members of the press or other media. Further, Plaintiff agrees he will neither confirm nor deny any settlement figure disclosed by any person, including, but not limited to, representatives of the media.

9. Accord and Satisfaction.

The consideration is accepted by Plaintiff in full accord and satisfaction of, among other things, all alleged injuries and damages arising out of or related in any way to any of the alleged acts, omissions, incidents, statements, representations, injuries, damages, and other allegations and/or claims arising from the Incident or post-Incident actions or omissions related to the Incident, whether included or not included in the Lawsuit.

10. Compromise and Settlement.

The consideration mentioned above is accepted by Plaintiff in full compromise and settlement of all claims, and causes of action asserted or not asserted against the Released Parties that arise from the Incident or post-Incident actions or omissions related to the Incident, whether included or not included in the Lawsuit.

Plaintiff expressly waives and assumes the risk of any and all claims of which Plaintiff does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or

otherwise, and which, if known, would materially affect Plaintiff's decision to enter into this Release. Plaintiff further agrees that accepts payment of his share of the consideration as a complete compromise of matters involving disputed issues of law and fact and Plaintiff assumes the risk that the facts, law, and/or their potential, ultimate recovery in any lawsuit that could have been filed, may be or could have been otherwise than Plaintiff now believes.

Plaintiff further agrees that if a claim that he has waived or discharged under this Release is prosecuted in his name or on her behalf before any court or administrative agency, he waives and agrees not to take any award of money or other damages from such suit or prosecution. Plaintiff also agrees if a claim waived or discharged under this Release is prosecuted in his name, he will immediately request in writing that the claim on his behalf be withdrawn and dismissed. Plaintiff also agrees that he waives on behalf of himself and his attorneys all claims for attorneys' fees and expenses and court costs for any claims waived and discharged under Section 2 of this Agreement.

11. Informal Consent/No Other General Releases/No Tax Advice.

Plaintiff expressly warrants and represents, as a further material part of the consideration, that before executing this instrument, Plaintiff became fully informed of its terms, contents, conditions, and effect; in making this settlement, Plaintiff has had the benefit of the advice or opportunity of advice of attorneys and other specialists and/or experts of Plaintiff's own choosing; no promise or representation of any kind has been made to Plaintiff or his attorney by the Released Parties, except as is expressly stated in this Release; that the terms of this Release are contractual and not a mere recital; and the Release is being executed as the free act and deed of Plaintiff. Plaintiff has relied solely and completely upon Plaintiff's own judgment, and the advice of Plaintiff's own attorneys, specialists, and/or other experts which Plaintiff could have secured in

making this settlement. Plaintiff fully understands that this Release includes a full, complete, and final release and discharge of Defendants and the other Released Parties, and that the consideration mentioned herein is all the money, consideration, and benefit that is to be provided to Plaintiff and counsel for Plaintiff as a result of the matters described in the Lawsuit and/or this Release.

12. Governing Law.

This Release shall be construed and interpreted in accordance with the laws of the State of Texas without regard to principles of conflicts of law and is made and performable in Collin County, Texas. Any venue for the breach of this Release shall be maintained in a court of competent jurisdiction in Collin County, Texas.

13. Validity.

Plaintiff agrees that should any provision of this Release be declared invalid by any court of competent jurisdiction, Plaintiff intends that all other terms and provisions of this Release should be valid and binding and have full force and effect as if the invalid portion had not been included. Plaintiff further agrees that in lieu of any declared void or unenforceable provision, there will be added a legal, valid and enforceable provision in as similar terms as possible.

14. Additional Documents.

Plaintiff agrees to cooperate fully and to 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 terms and intent of this Release, including filing an agreed motion and order disposing of all of Plaintiff's claims with prejudice, with each party bearing its own costs and attorneys' fees. Plaintiff agrees to file the motion and order dismissing all claims with prejudice within three business days of his attorney's receipt of the settlement check set forth above, and neither Plaintiff

nor his counsel will endorse or deposit the settlement check until such time as the motion and order for dismissal has been filed with the Court.

15. Terms and Provisions.

Plaintiff has participated in the drafting of this Release and has approved of the terms and provisions contained herein. Accordingly, Plaintiff hereby waives the application, in connection with the interpretation and construction of this Release, of any rule of law to the effect that ambiguous or conflicting terms or provisions contained in this Release shall be interpreted or construed against the party whose attorney prepared the executed draft or any earlier draft of this Release.

16. Plaintiff's Understanding of Agreement.

Plaintiff warrants and represents that he has carefully read and fully understands all the provisions of this Release, and that he is signing it voluntarily because he wants to take advantage of the opportunity to resolve all claims as contained in this Release. Plaintiff understands that to be eligible to receive the consideration payment under this Release, he is required to read, understand, and sign this Release.

17. **NOTICE. PLAINTIFF SHOULD THOROUGHLY REVIEW AND UNDERSTAND THE AGREEMENT BEFORE SIGNING IT. THE AGREEMENT INCLUDES A RELEASE AND WAIVER OF LEGAL RIGHTS AND CLAIMS.**

[signature on following page]

Executed this 5 day of February 2026.

  
JAMES SPRINGER, Plaintiff

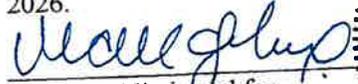
STATE OF ARIZONA

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COUNTY OF PIMA

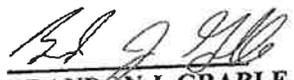
**BEFORE ME**, the undersigned Notary Public in and for the State of <sup>AZ</sup> ~~Texas~~, on this day personally appeared **JAMES SPRINGER**, known to me by identifying himself and showing to me his driver's license with his photograph to be the person whose name is subscribed to the foregoing instrument, who, after being duly sworn, on oath stated that he has read the above and foregoing Release and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the 5th day of February 2026.

  
Notary Public in and for  
The State of Arizona



**AGREED AS TO FORM:**

  
**BRANDON J. GRABLE**, Counsel for Plaintiff James Springer