

RESOLUTION NO. _____

**A RESOLUTION TO APPROVE THE SETTLEMENT OF FEDERAL
LITIGATION; AND, FOR OTHER PURPOSES.**

WHEREAS, Federal Civil Rights Litigation which alleged, among other things, that City of Little Rock police and fire fighters, Pulaski County Sheriff Deputies and Arkansas State Police, contributed to the death of an individual, as filed in 2023 and styled as *Khakeem Marquis Williams, as the Administrator of the Estate of Terrence Lamar Caffey, Deceased, Individually and on behalf of Terrence Lamar Caffey and the Wrongful Death Beneficiaries of Terrence Lamar Caffey v. County of Pulaski, Eric Higgins, Mark Swagerty, Ryan Crancer, Antonio Swygart, Tucker Mallett, DeShaun Thomas, William Smith, Tyrone Barrow, Bruce Scott, John Does 1-10, City of Little Rock, Keith Humphrey, David Abernathy, Christian Heustis, Rick Wheeler, Charles Allen, John Does 21-30, Andrew Cornell, Dustin Lyles and John Carey*, No. 4:23-CV01169-JM in the United States District Court for the Eastern District of Arkansas, Central Division (“the Caffey Litigation”); and,

WHEREAS, all defendants of this lawsuit participated in a mediation with the plaintiff on June 3, 2025, with Leon Holmes Arbitration and Mediation, and after mediation, the parties, including the Acting City Manager and the Chief Deputy City Attorney on behalf of the City of Little Rock (the “City”), agreed to a settlement, contingent upon approval by the City of Little Rock Board of Directors, of Two Hundred Fifty Thousand Dollars (\$250,000.00) for the City’s contribution to a universal settlement of Six Hundred Two Thousand Dollars (\$602,000.00), which was substantially below the sum of the initial demand of Six Million Dollars (\$6,000,000.00) sought by the plaintiff; and,

WHEREAS, as a result of the participation in the Arkansas Municipal League Defense Program, the City is responsible for paying 10 percent (10%) or Twenty-Five Thousand Dollars (\$25,000.00) towards this settlement agreement; and,

WHEREAS, this mediated settlement agreement settles any and all claims that have arisen, or may arise, out of the matters set forth in the complaint as provided in Exhibit A of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF LITTLE ROCK, ARKANSAS:

Section 1. The City ratifies the actions of the Acting City Manager and Chief Deputy City Attorney in the execution of the Mediated Settlement Agreement in the case of *Khakeem Marquis Williams, as the Administrator of the Estate of Terrence Lamar Caffey, Deceased, Individually and on behalf of Terrence Lamar Caffey and the Wrongful Death Beneficiaries of Terrence Lamar Caffey v. County of Pulaski, Eric Higgins, Mark Swagerty, Ryan Crancer, Antonio Swygart, Tucker Mallett, DeShaun Thomas, William Smith,*

Tyrone Barrow, Bruce Scott, John Does 1-10, City of Little Rock, Keith Humphrey, David Abernathy, Christian Heustis, Rick Wheeler, Charles Allen, John Does 21-30, Andrew Cornell, Dustin Lyles and John Carey, No. 4:23-CV01169-JM in the United States District Court for the Eastern District of Arkansas, that was executed on June 3, 2025.

Section 2. The City authorizes the payment of Two Hundred Fifty Thousand Dollars (\$250,000.00) as provided in the settlement agreement (Exhibit A) and pursuant to its obligations as provided in the Arkansas Municipal League Defense Program that obligates the City to 10% or Twenty-Five Thousand Dollars (\$25,000.00).

Section 3. Funds for the payment of the amount in Section 2 of this resolution will come from General Administration – Fee, Judgment and Damage Claims, Account No. 101002-62010.

Section 4. Funds for the payment of the cost of mediation will be made as provided for in the Arkansas Municipal League Defense Program.

Section 5. *Severability.* In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the resolution which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of the resolution.

Section 6. *Repealer.* All laws, ordinances, resolutions, or parts of the same that are inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

ADOPTED: June 17, 2025

ATTEST:

APPROVED:

Allison Segars, City Clerk

Frank Scott, Jr., Mayor

APPROVED AS TO LEGAL FORM:

Thomas M. Carpenter, City Attorney

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Exhibit A

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF ARKANSAS
CENTRAL DIVISION

Khakeem Marquis Williams, as the
Administrator of the Estate of Terence
Lamar Caffey, Deceased, Individually
and on behalf of Terence Lamar Caffey
and the Wrongful Death Beneficiaries of
Terence Lamar Caffey

PLAINTIFF

V.

CASE NO. 4:23CV01169 JM

County of Pulaski, Eric Higgins, Mark
Swagerty, Ryan Crancer, Antonio Swygart,
Tucker Mallett, DeShaun Thomas, William
Smith, Tyrone Barrow, Bruce Scott, John
Does Nos. 1-10, the City of Little Rock,
Keith Humphrey, David Abernathy,
Christian Heustis, Rick Wheeler, Charles
Allen, John Does Nos. 21-30, Andrew
Cornell, Dustin Lyles, and John Carey

DEFENDANTS

MEDIATION SETTLEMENT AGREEMENT

We have participated in a mediation session Tuesday, January 3, 2025, and are satisfied we have reached a fair and reasonable settlement. The settlement agreement is as follows:

The Arkansas Association of Counties Risk Management Fund (AACRMF), on behalf of Pulaski County, Arkansas (and all its respective officers, owners, employees, related entities, agents, insurers and insurer representatives, including but not limited to the above-named separate Defendants, Eric Higgins, Mark Swagerty, DeShaun Thomas, Antonio Swygart, Tucker Mallett, Bruce Scott, Ryan Crancer, Tyrone Barrow, and Rick Wheeler) agrees to pay within 30 days of receiving the Probate Court's Order approving this Settlement, and the fully executed Supplemental Settlement Agreement/Release satisfactory to these Defendants, the sum of \$350,000.00 to Khakeem Marquis Williams as Administrator on behalf of the Estate of Terence Lamar Caffey, Deceased, and its Wrongful Death Beneficiaries, and their attorneys, as settlement in full of all claims arising from the December 10, 2021 incident at Movie Tavern in Little Rock, Arkansas, as more fully referenced in the above mentioned lawsuit.

Contingent upon approval of the City of Little Rock Board of Directors, the Arkansas Municipal League (AML) and City of Little Rock, on behalf of Little Rock, Arkansas (and all its respective officers, owners, employees, related entities, agents, insurers and insurer representatives, including but not limited to the above-named separate Defendants, Keith Humphrey, David Abernathy, Christian Heustis, Charles Allen, William Smith, Andrew Cornell, Dustin Lyles, and John Carey) agrees to pay within 30 days of receiving the Probate Court's Order approving this Settlement, and

the fully executed Supplemental Settlement Agreement/Release satisfactory to these Defendants, the sum of \$250,000.00 to Khakeem Marquis Williams as Administrator on behalf of the Estate of Terence Lamar Caffey, deceased, and its Wrongful Death Beneficiaries, and their attorneys, as settlement in full of all claims arising from the December 21, 2021 incident at Movie Tavern in Little Rock, Arkansas, as more fully referenced in the abovementioned lawsuit.

Contingent upon approval of the Governor's Office, the state of Arkansas on behalf of the Arkansas State Police (and all its respective officers, owners, employees, related entities, agents, insurers and insurer representatives, including but not limited to the above-named separate Defendants, Andrew Stovall and Austin Duncan) agrees to pay within 30 days of receiving the Probate Court's Order approving this Settlement and approval of the State's settlement obligation by the Governor's Office, and the fully executed Supplemental Settlement Agreement/Release satisfactory to these Defendants, the sum of \$2,000.00 to Khakeem Marquis Williams as Administrator on behalf of the Estate of Terence Lamar Caffey, deceased, and its Wrongful Death Beneficiaries, and their attorneys, as settlement in full of all claims arising from the December 21, 2021 incident at Movie Tavern in Little Rock, Arkansas, as more fully referenced in the abovementioned lawsuit.

Plaintiff agrees to dismiss the pending lawsuit with prejudice upon approval of the settlement by the Probate Court, to sign the Supplemental Settlement Agreements/Releases referenced above (which will be promptly provided to Plaintiff's counsel by counsel for the Defendants') in full, and be responsible for payment of any valid medical, Medicare/caid or health insurer subrogation claims, or liens as may be directed by the Probate Court. Each party shall be responsible for their own costs and attorney's fees.

We acknowledge that neither the mediator nor Leon Holmes Arbitration and Mediation has given us legal advice. We further acknowledge that we have had the right to consult with an attorney at any time and to have an attorney review the terms of this agreement before signing it.

We intend the above agreement to be a legally binding and enforceable contract.

Dated this 3rd day of June, 2025.

	
	
	
	
	
	