



Agenda Item

Orange City Council

Item #: 3.7.

1/13/2026

File #: 25-0686

TO: Honorable Mayor and Members of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Nathalie Adourian, City Attorney

1. SUBJECT

Second Amendment to Attorney Services Agreement with Bordin Semmer, LLP to provide legal services relating to litigation defense in the matter of *Brandon Jacob Hull v. City of Orange, et al.*

2. SUMMARY

The City currently has an agreement with Bordin Semmer, LLP to provide litigation services for the City's defense in the matter of *Brandon Jacob Hull v. City of Orange, et al.* for an amount not to exceed \$60,000, which will soon be expended. The proposed Second Amendment will increase the not to exceed amount by \$250,000 for a total amount not to exceed \$310,000.

The City has self-insured retention in the amount of \$350,000, including costs, attorney fees, and damages associated with the litigation. After this amount is expended, the City's insurance with the California Insurance Pool Authority will reimburse the City for any additional costs and expenses, including any damages after the case has been concluded.

3. RECOMMENDED ACTION

Approve a Second Amendment to Attorney Services Agreement with Bordin Semmer, LLP in the amount of \$250,000; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this agreement is \$250,000 and will be funded through:
731-1301-55102 Legal Services

This money has already been budgeted for in the City Attorney's budget and will not constitute any new money costs for the City.

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability.

6. DISCUSSION AND BACKGROUND

Plaintiff Brandon Jacob Hull alleges that on May 12, 2023, he was riding his 2021 Harley westbound on Meats Ave. when Defendant Surisaday Sanchez Vazquez, driving a Mercedes owned by

Defendant Edgar Cervantes Arroyo, made a left turn from Harwood St. onto eastbound Meats Ave. directly in Plaintiff's path of travel. Plaintiff alleges that the City owned, managed, controlled, designed, and maintained the intersection. Plaintiff alleges he suffered significant injuries, including a traumatic brain injury and multiple fractures with his medical expenses exceeding \$800,000. Plaintiff further alleges he continues to seek treatment and he has not been able to work since the accident.

While the City Attorney's Office handles most litigation matters in-house, the City does contract with outside counsel when the complexity of a case or a significant burden to staff time requires additional staffing expertise. Due to the extensive nature of damages claimed in this case, the City contracted the defense to Bordin Semmer, LLP.

The Second Amendment of the agreement, to increase the contract by \$250,000, will raise the total not to exceed amount to \$310,000, and is necessary to carry out further defense of the City in this case.

7. ATTACHMENTS

- Second Amendment to Attorney Services Agreement with Bordin Semmer, LLP