

RELEASE AND SETTLEMENT AGREEMENT

WHEREAS, Lieutenant Gerrilyn Casals was issued an indefinite suspension on March 21, 2019, by Fire Chief Charles N. Hood for violations of civil service rules and regulations of the San Antonio Fire Department as stated in the notice of suspension; and

WHEREAS, Lieutenant Gerrilyn Casals has the right to appeal, but has not yet appealed, said suspension to the San Antonio Firefighters and Police Officers Civil Service Commission or a third-party arbitrator; and

WHEREAS, Chief Hood and Lt. Casals have agreed to settle this disciplinary matter; **NOW THEREFORE:**

FOR AND IN CONSIDERATION OF THE AGREEMENTS CONTAINED HEREIN:

SECTION 1. Lieutenant Gerrilyn Casals admits that she violated the rules of the Fire Fighters' and Police Officers' Civil Service Commission and of the San Antonio Fire Department set out in the Notice of Indefinite Suspension issued on March 21, 2019, and admits to the truth of the facts stated in the factual basis in said notice of indefinite suspension.

SECTION 2. The aforementioned indefinite suspension without pay of Lieutenant Gerrilyn Casals is hereby reduced to a thirty day suspension without pay beginning March 24, 2019.

SECTION 3. IT IS FURTHER AGREED AND UNDERSTOOD THAT BY EXECUTION OF THIS AGREEMENT, AND IN CONSIDERATION OF SAID REDUCTION OF DISCIPLINE, LIEUTENANT CASALS DOES HEREBY RELINQUISH AND WAIVE ANY RIGHT TO APPEAL SAID SUSPENSION TO THE FIREFIGHTERS' AND POLICE OFFICERS' CIVIL SERVICE COMMISSION, A THIRD-PARTY ARBITRATOR, THE DISTRICT COURT, OR ANY OTHER COURT HAVING COMPETENT JURISDICTION AND THAT THIS AGREEMENT IS INTENDED TO BE A FULL AND FINAL SETTLEMENT OF ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, WHETHER ASSERTED OR NOT HAVING YET BEEN ASSERTED, ARISING OUT OF THE AFORESAID SUSPENSION.

SECTION 4. LIEUTENANT GERRILYN CASALS, FOR HERSELF, HER HEIRS, EXECUTORS, AND ASSIGNS, DOES HEREBY RELEASE, DISCHARGE, AND ACQUIT THE CITY OF SAN ANTONIO, TEXAS, ITS SUCCESSORS, ASSIGNS, OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES, AND CHARLES N. HOOD, HER HEIRS, EXECUTORS, ASSIGNS, AGENTS, SERVANTS, AND EMPLOYEES, FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, INCLUDING THOSE ARISING OUT OF CHAPTER 554 OF THE TEXAS GOVERNMENT CODE, CLAIMS, OR DEMANDS FOR DAMAGES, COSTS, EXPENSES, COMPENSATION, OR

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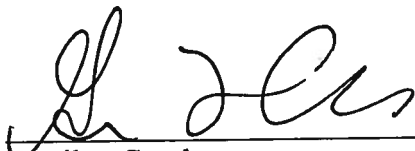
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**CONSEQUENTIAL DAMAGES, KNOWN OR UNKNOWN, ASSERTED OR NOT,
ARISING OUT OF THE AFORESAID SUSPENSION.**

SECTION 5. Should there be any contention, now or in the future, that the terms of this agreement conflict with or are inconsistent with those of the Collective Bargaining Agreement between the City of San Antonio and Local 624 International Association of Fire Fighters, which was executed on June 27, 2011, Lieutenant Casals agrees that the provisions of this agreement prevail.

SECTION 6. Lieutenant Casals acknowledges that she has been given an opportunity to review this agreement with the International Association of Fire Fighters, Local 624, and her attorney or other representative. Lieutenant Casals acknowledges that she has carefully read this Release and Settlement Agreement, she knows and understands the contents of the agreement, and she is satisfied with the contents of the agreement.

EXECUTED IN DUPLICATE ORIGINALS on March 21, 2019.



Gerrilyn Casals
Lieutenant



Charles N. Hood
Fire Chief

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