

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is by and between STEPHANIE HOSKINS BROWN ("BROWN") and THE CITY OF GEORGETOWN, TEXAS and other persons sued in their official capacity (collectively, "CITY"). BROWN and the CITY are referred to herein collectively as the "PARTIES";

WHEREAS, the CITY terminated BROWN on November 7, 2013; and

WHEREAS, BROWN appealed the termination to the Georgetown Civil Service Commission and the CITY did not process BROWN'S appeal; and

WHEREAS, BROWN instituted the lawsuit styled, *Stephanie Hoskins Brown v. City of Georgetown, Texas, et al*, Cause No. 13-1178-C277 in the 277<sup>th</sup> District Court of Williamson County, Texas, against CITY, seeking an appeal hearing; and

WHEREAS, bona fide disputes and controversies exist regarding the allegations and claims alleged in the state lawsuit, styled *Stephanie Hoskins Brown v. City of Georgetown, Texas, et al*, Cause No. 13-1178-C277; and

WHEREAS, the PARTIES desire to compromise and settle all claims and causes of action relating to the state lawsuit styled *Stephanie Hoskins Brown v. City of Georgetown, Texas, et al*, Cause No. 13-1178-C277; and

WHEREAS, the PARTIES intend that the full terms and conditions of their compromise and settlement be set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises, agreements, and representations contained herein, including the recitals set forth above, the PARTIES, after consulting with their respective counsel, agree voluntarily to the following:

**I. SCOPE OF SETTLEMENT/SETTLEMENT TERMS**

1.01 Bona fide disputes and controversies exist between the CITY and BROWN, both as to liability and the amount of damages, if any, and by reason of such disputes and controversies, the parties to this Agreement desire to compromise and settle the claims and causes of action asserted in the lawsuit styled, *Stephanie Hoskins Brown v. City of Georgetown, Texas, et al*, Cause No. 13-1178-C277 in the 277<sup>th</sup> District Court of Williamson County, Texas.

1.02 The CITY will, upon the PARTIES' execution of this Agreement, immediately reinstate BROWN as a Georgetown Police Officer. She will be permitted to use two weeks/80 hours of vacation leave upon her reinstatement from the 240 hours of vacation leave that will be reinstated to her leave accruals.

1.03 BROWN will be reinstated to the CITY'S insurance within 24 hours of her reinstatement.

1.04 Back pay for BROWN was \$176,320.06, through July 6, including longevity and other add-ons for pay. The back pay amount is subject to offset in the amount of \$133,696.01, which is the amount of BROWN's interim earnings. BROWN will be paid the difference, Forty-Two Thousand, Six Hundred, Twenty-Four Dollars and Three Cents (\$42,624.03), as Back Pay. The Back Pay amount (\$42,624.03) less payroll deductions, including TMRS, will be paid to BROWN within 10 days of execution of Settlement Agreement.

1.05 The CITY shall also pay into BROWN's TMRS account the sum of Nine Thousand Three Hundred Fifty-Eight Dollars and Seventy-Two Cents (\$9,358.72). As this additional contribution requires special coordination between the CITY and TMRS, it will be made within Ninety (90) days of execution of this Agreement.

1.06 The CITY will also pay BROWN for 83.4 hours of vacation hours (over and above the 240-hour cap), 88 hours of accrued and unused personal leave, 208 hours of accrued holiday leave for a total of 379.4 hours at the current rate of pay (\$31.69/hour). That amount totals \$12,023.19, less payroll deductions, including TMRS, by separate check. Payment will be made within 10 days of execution of Agreement.

1.07 The CITY will reinstate BROWN's leave accruals as follows: 323.4 hours of sick leave; 240 hours of vacation leave; 8 hours of holiday leave to be used for the 2016 Labor Day holiday; and 8 hours of personal leave will be used by September 30, 2016.

1.08 BROWN, by execution of this Agreement, withdraws her request for a hearing before the Civil Service Commission.

1.09 BROWN acknowledges that she has received payment for 530.82 hours of sick leave (out of the 90 days/720 hours of sick leave) that she is entitled to be paid when she ultimately leaves the CITY, in accordance with §143.045(c) of the Texas Local Government Code.

1.10 CITY will pay costs and attorneys' fees ordered by the Court's Final Judgment, entered on June 28, 2016, in the amount of Forty-Five Thousand, Four Hundred and Seventeen Dollars and Twenty-Five Cents (\$45,417.25), by check, payable to BROWN through a 1099 form. The CITY will also pay the remaining unpaid court costs of \$280.00, as reflected in the Bill of Costs for this lawsuit. Payment will be made within ten days of execution of this Agreement.

1.11 It is hereby agreed by the CITY and BROWN that upon the PARTIES compliance with the terms of this Agreement, Plaintiff will execute a release of judgment, and the City will not appeal the Final Judgment issued in the lawsuit styled, *Stephanie Hoskins Brown v. City of Georgetown, Texas, et al*, Cause No. 13-1178-C277 in the 277<sup>th</sup> District Court of Williamson County, Texas.

## **II. NON- ADMISSION OF LIABILITY OR WRONGDOING**

2.01 The PARTIES hereby acknowledge that this Agreement expresses a full and complete settlement of any and all liability and claims made in the lawsuit styled, *Stephanie Hoskins Brown v. City of Georgetown, Texas, et al.*, Cause Number 13-1178-C277. The CITY does not admit any liability or wrongdoing by executing this Agreement. This Agreement is intended to avoid continued litigation and should not be construed as an admission of liability on the part of the CITY.

## **III. REPRESENTATIONS**

The following representations survive the execution of this Agreement and the completion of the settlement provided herein:

3.01 Each individual signing this Agreement on behalf of himself or herself or the person, party or entity that the individual is signing on behalf of agrees, promises, and represents that he or she has complete and full authority to act on his or her behalf or on behalf of the party for whom he or she is signing and has the authority to bind any person, party or entity for whom the individual is signing.

3.02 Each individual signing this Agreement acknowledges that he or she has read and understands this Agreement and executes the same of his or her own free will and accord for the purposes and considerations set forth herein.

3.03 BROWN and the CITY acknowledge that this Agreement is contractual and that either or any party to this Agreement may bring suit against the other for a breach of any terms of this Agreement. In the event of a dispute, the parties agree to the sole, exclusive and mandatory jurisdiction and venue in the state and federal courts of Williamson County, Texas.



3.04 The PARTIES agree, promise, and represent that this Agreement was drafted through the joint efforts of their respective attorneys with each of them contributing ideas and language used in this Agreement. The PARTIES agree that the language of all parts of this Agreement will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. No ambiguity or uncertainty in this Agreement shall be interpreted in favor of or against any party.

3.05 This Agreement constitutes the entire understanding between the PARTIES concerning the subject matter to which it relates, and it supersedes all prior oral or written agreements that the PARTIES may have made concerning the dispute between the parties. This Agreement may not be amended, altered, modified or canceled unless the PARTIES make such changes in writing and authorize same with their signature before a notary public.

3.06 The captions and headings of the sections of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement, nor shall they be employed to interpret or aid in the construction of this Agreement.

3.07 BROWN has agreed to this Agreement because of the specific benefits that BROWN is receiving, which are all listed in this Agreement. BROWN promises and represents that she has not been promised any additional benefits by the CITY or its attorneys or by any other person. BROWN has decided to sign this Agreement because BROWN believes it is a fair settlement because of the listed benefits BROWN is to receive.

#### **IV. CHOICE OF LAW:**

4.01 This Agreement will be governed, construed, and interpreted in accordance with the laws of the State of Texas, including, but not limited to, the Texas Public Information Act, and/or any additional federal or state laws. Venue will be in Williamson County.

**V. SEVERABILITY**

5.01 The provisions of this Agreement are severable. If a court of competent jurisdiction rules that any portion of this Agreement is invalid or unenforceable, and in lieu of such provision, there will be added automatically, as part of this Agreement, a provision as similar as may be possible to such illegal, invalid, or unenforceable provision and still be legal, valid, and enforceable. In any event, the remainder of the Agreement will not be impaired thereby and the Agreement will otherwise remain in full force and effect.

**VI. EXECUTION OF DOCUMENT:**

6.01 This Agreement may be executed in separate counterparts, which, taken together, will constitute the original agreement.

6.02 The parties shall execute this agreement by signing the document below.

IN WITNESS WHEREOF, this Settlement Agreement has been executed this 13 day of July 2016, which shall constitute its Effective Date.

By: Stephanie Hoskins Brown  
Stephanie Hoskins Brown

By: Dale Ross  
Dale Ross  
Mayor, City of Georgetown

**AGREED AND APPROVED:**

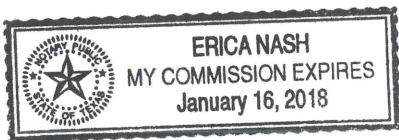
Stephanie Brown  
Stephanie Brown

7-13-2016  
Date

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §

BEFORE ME, the undersigned authority, on this date personally appeared Stephanie Brown known to me to be the person whose name is subscribed in the foregoing instrument and acknowledged to me that she has read and understands the foregoing instrument and that she has executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13<sup>th</sup> day of July 2016.



Erica Outland  
Notary Public, State of Texas

Approved:  
[Signature]  
Robert McCabe  
Attorney for Stephanie Brown

**AGREED AND APPROVED:**



Mayor Dale Ross

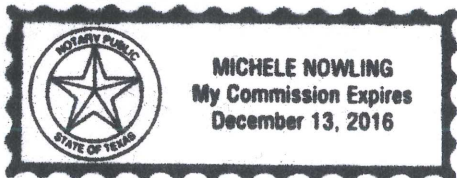
7/14/2016

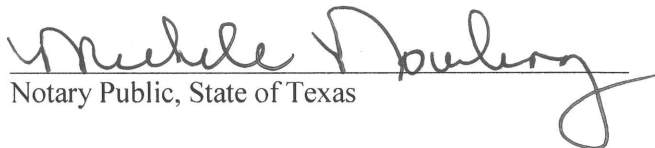
Date

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §

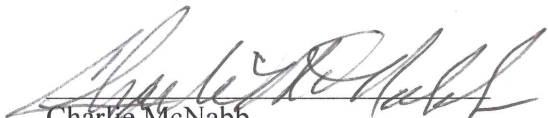
BEFORE ME, the undersigned authority, on this date personally appeared Dale Ross, known to me to be the person whose name is subscribed in the foregoing instrument and acknowledged to me that he has read and understands the foregoing instrument and that he has executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of July 2016.



  
Notary Public, State of Texas

Approved:



Charles McNabb

Skye Masson

Attorneys for the City of Georgetown, Texas

Julia Gannaway

Lynn Ross Gannaway & Cranford, LLP