

1 **Section 2.** Copies of the settlement agreements are jointly attached as Exhibit A to this Reso-
2 lution.

3 **Section 3.** City Manager Delphone Hubbard, Chief Deputy City Attorney Lynette Perez, and
4 the City Clerk are authorized to execute the documents for settlement; further, the Department of
5 Finance is authorized to issue checks in the requisite sums as soon as practicable to the plaintiffs
6 personally, or through their attorney Mark Stodola.

7 **Section 4. Severability.** In the event any title, section, paragraph, item, sentence, clause, phrase, or
8 word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adju-
9 dication shall not affect the remaining portions of the resolution which shall remain in full force and effect
10 as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the reso-
11 lution.

12 **Section 5. Repealer.** All laws, ordinances, resolutions, or parts of the same, that are inconsistent with
13 the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

14

15 **ADOPTED: MARCH 3, 2026**

16

17 **ATTEST:**

APPROVED:

18

19 _____
20 Allison Segars, City Clerk

Frank Scott, Jr., Mayor

21 **APPROVED AS TO LEGAL FORM:**

22

23 _____
24 Thomas M. Carpenter, City Attorney

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EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made on the date reflected below, by and between Brad Tubbs (“Petitioner”) and the City of Little Rock (“Respondent” or the “City”). Petitioner and Respondent are collectively referred to herein as “the Parties.”

WHEREAS “the Parties” specifically exclude Charles Phillips and Patrick Pitts, who remain as Petitioners in the (*Consolidated*) *Administrative Appeal*, and who shall suffer no prejudice, or obtain any benefit, as a result of this Agreement.

WHEREAS Petitioner has filed an Administrative Appeal against Defendant in the Circuit Court of Pulaski County, Arkansas styled *Brad Tubbs v. City of Little Rock*, Case No. 60CV-21-1995 (the “Appeal”).

WHEREAS a liability hearing was held in this matter in October of 2024. On November 20, 2024, the Circuit Court entered a Judgment finding that Petitioner had in fact violated policies of the Little Rock Fire Department, but that the punishment imposed upon Petitioner should be modified from termination to a 30-day suspension;

WHEREAS the City of Little Rock disagrees with the Judgment dated October 20, 2024; however, Petitioner and Respondent desire to mutually settle and resolve all claims and legal disputes between them.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. LIABILITY. It is expressly acknowledged that entry into this Agreement, and the consideration provided for in this Agreement, represents the compromise of doubtful and disputed claims; that the execution of this Agreement and the consideration provided for is not an admission of liability, culpability, or responsibility by Petitioner or by Respondent for violation

of any law or regulation.

2. **RELEASE OF CLAIMS.** In exchange for the promises and considerations contained herein, Petitioner, on behalf of himself, his heirs, and his assigns, does hereby fully, finally and forever release and discharge Respondent, its board of directors, departments, officers, management, and assigns, from any and all liabilities, charges, claims, demands, actions, lawsuits, or causes of action, of any kind and every nature whatsoever, known or unknown, related to Petitioner's employment with Respondent and arising through the date Petitioner signs this Agreement. Petitioner specifically releases any and all claims of any kind whatsoever that he has, had, or may have had against Respondent *as of the date of Petitioner's execution of this Agreement* under the following:

- (a) Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000e, *et seq.*);
- (b) the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. § 621 *et seq.*);
- (c) the Civil Rights Acts of 1866, 1871, 1964 and 1991;
- (d) the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 *et seq.*);
- (e) the ADA Amendments Act of 2008, (42 U.S.C. § 12101, *et seq.*);
- (f) the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*);
- (g) the Genetic Information Nondiscrimination Act of 2008, (42 U.S.C. § 2000ff, *et seq.*);
- (h) the Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d), *et seq.*);
- (i) the Arkansas Civil Rights Act, as amended (A.C.A. § 16-123-101 *et seq.*);
- (j) the Uniform Contribution Among Tortfeasors Act, as amended (A.C.A. § 16-61-201 *et seq.*);
- (k) the Fair Credit Reporting Act, as amended (15 U.S.C. § 1681 *et seq.*);¹

- (l) the Occupational Health and Safety Act of 1970, as amended (29 U.S.C. § 651 *et seq.*) or any applicable state safety and health statute or regulations;
- (m) the Family and Medical Leave Act, as amended (29 U.S.C. § 2601, *et seq.*);
- (n) the Arkansas Minimum Wage Act, as amended (A.C.A. § 11-4-201, *et seq.*);
- (o) the Fair Labor Standards Act, as amended (29 U.S.C. § 201, *et seq.*);
- (p) any and all claims under the laws of any state, county, municipality or other governmental subdivision of the United States or any state, including but not limited to, the State of Arkansas; and
- (q) any and all other relevant Federal, State, local laws, and claims for unjust enrichment, quantum meruit, common laws, tort, breach of contract, and/or statutory claims, and/or any claims for attorneys' fees and costs.

3. **DISMISSAL OF ADMINISTRATIVE APPEAL.** Within three (3) days of receipt of payment specified in Paragraph 4, Petitioner agrees to file a *Notice of Dismissal with Prejudice* of Case No. 60CV-21-2402 only. This dismissal shall have no effect on the consolidated cases of Bradley Tubbs (60CV-21-1995) and Patrick Pitts (60CV-22-4002). Further, this dismissal shall have no effect or impact upon the City's appellate rights regarding the remaining consolidated administrative appeals (in the event a full and final settlement is not reached with Bradley Tubbs and with Patrick Pitts.)

4. **RETIREMENT REQUIREMENT.** Petitioner agrees to submit for retirement from the Little Rock Fire Department to the Fire Chief within two (2) business days of receipt of the settlement payment specified in Paragraph 5. Petitioner's retirement shall be effective no later than fourteen (14) days after submission of his retirement notice. Petitioner acknowledges that this settlement is contingent upon his retirement from the City of Little Rock and Little Rock Fire Department.

5. **TERMS OF PAYMENT.** Respondent will pay to Petitioner the gross amount of *Three Hundred Thirty-Three Thousand Dollars and 00/100* (\$333,000.00), as consideration for the agreements, promises and covenants set forth herein and in full and complete settlement of Petitioner's claims. The payment will be issued to Petitioner as an additional paycheck, separate from Respondent's normal paycheck, within fourteen (14) days of Petitioner's execution of this Agreement. For the "settlement paycheck," Respondent shall withhold required payroll taxes and state and federal withholding. Respondent will not withhold the "employee portion" of standard LOPFI withholding, the settlement amount will not be reported to LOPFI as wages subject to retirement withholding, and Respondent shall have no obligation to pay any employer contribution to LOPFI for the time period covered by this back pay settlement.

6. **LOPFI MATTERS.** Respondent shall have no obligation to make any employer contribution to LOPFI for the time period covered by the settlement payment specified in Paragraph 5. Petitioner acknowledges and agrees that:

(a) Any contractual relationship between Petitioner and the Local Police and Fire Retirement System (LOPFI) is independent of and separate from this Settlement Agreement;

(b) Any disputes, claims, or issues regarding LOPFI benefits, contributions, eligibility, service credit calculations, or any other LOPFI-related matters are solely between Petitioner and LOPFI;

(c) The City of Little Rock makes no representations, warranties, or guarantees regarding Petitioner's LOPFI retirement benefits, entitlements, service credits, or eligibility for any LOPFI programs or benefits;

(d) Petitioner releases and holds harmless the City of Little Rock, its officers, employees, and agents from any and all claims, demands, or causes of action related to LOPFI

matters, including (but not limited to) employer contribution calculations, benefit determinations, service credit calculations, or eligibility disputes; and

(e) Petitioner assumes full responsibility for resolving any matters with LOPFI and agrees that the City shall have no liability or obligation to Petitioner arising from any LOPFI determinations, calculations, or decisions.

7. **TAXES.** Respondent further agrees that to the extent that any federal or state taxes of any kind, other than required employer withholdings, may be due or payable as a result of the payment to Petitioner referred to above, Petitioner will be responsible for the payment of such taxes. Petitioner agrees to hold Respondent harmless in the event of any claim against Petitioner for payment of Petitioner's share of taxes.

8. **KNOWING AND VOLUNTARY AGREEMENT.** Petitioner expressly acknowledges that he was allowed a reasonable amount of time to consider the terms of this Agreement and that he has read and understood this Agreement and knowingly and voluntarily enters into this Release.

9. **ATTORNEYS' FEES AND COSTS.** The settlement payment contemplated herein shall be exclusive of attorneys' fees. Payment of attorneys' fees to counsel for Petitioner will be handled via a separate agreement between the parties or by Order of the Court. On December 24, 2024, Counsel for Petitioner filed a *Motion for Attorney's Fees and Costs*. The parties reached an agreement regarding this *Motion for Attorney's Fees and Costs*, as reflected in the joint letter to the Court dated March 3, 2025. On August 8, 2025, petitioners filed a *Motion for Supplemental Attorney' Fees and Costs*. An agreement has not been reached regarding this *supplemental motion*. However, the City agrees to negotiate in good faith for attorneys' fees to be paid via mutual agreement. In the event the payment of attorneys' fees (or a separable portion

of attorneys' fees) cannot be resolved by mutual agreement) the parties will submit any unresolved issues for resolution by the Court.

10. **CHOICE OF LAW.** This Agreement is deemed by the Parties to be made and entered into in the State of Arkansas. It shall be interpreted, enforced, and governed under the laws of Arkansas.

11. **WAIVER.** Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

12. **BINDING AGREEMENT.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their agents, directors, beneficiaries, heirs, executors, administrators, successors, and assigns.

13. **COOPERATION CLAUSE.** The Parties acknowledge that it is their intent to consummate the settlement described herein, and they agree to cooperate to the extent necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Agreement.

14. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the Parties, and it replaces and supersedes any prior agreements or understandings between the Parties. All modifications to this Agreement must be made in writing and signed by the Parties.

15. **SEVERABILITY.** The provisions of this Agreement are severable. If any term or provision of this agreement is found to be unenforceable, the remaining terms and provisions shall remain in full force and effect.

16. **BOARD APPROVAL:** The parties acknowledge and agree that this Agreement is expressly subject to, and contingent upon, approval by the Board of Directors for the City of Little Rock at a duly constituted meeting. If Board approval is not obtained within sixty (60) days of execution by both parties, this Agreement shall be void and have no legal force or effect, regardless of any signatures that may have already been added to this Agreement.

17. **CAPTIONS.** The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

18. **SIGNATURE/COUNTERPARTS.** The Parties agree that a signed and emailed copy of this Agreement is just as valid as an original signed copy of this Agreement. The Parties further agree that this Agreement may be signed in multiple counterparts, each of which is an original. Should multiple counterparts exist, they will be provided to all Parties for their records.

19. **CONSTRUCTION.** This Agreement is deemed to have been drafted jointly by the Parties and, in the event of a dispute, will not be construed in favor of or against any Party by reason of that Party's contribution to the drafting of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

I HEREBY CERTIFY THAT I HAVE READ THIS SETTLEMENT AGREEMENT AND RELEASE AND THAT I UNDERSTAND AND VOLUNTARILY AGREE TO ALL TERMS HEREIN.

Executed this 24th day of February 2026.



CHARLES PHILLIPS

VERIFICATION

STATE OF ARKANSAS)
)
COUNTY OF PULASKI)

SUBSCRIBED AND SWORN to before me, a Notary Public for the within county and state, this 21st day of February 2026.



Notary Public

My Commission Expires:
12-01-2026

JUNE GILBERT
Notary Public - Arkansas
Perry County
Commission #12357739
My Commission Exp. 12/01/2026

[SIGNATURES CONTINUED ON NEXT PAGE]

I HEREBY CERTIFY THAT I HAVE READ THIS SETTLEMENT AGREEMENT AND RELEASE AND THAT I UNDERSTAND AND VOLUNTARILY AGREE TO ALL TERMS HEREIN.

Executed this 23 day of February 2026.



DELPHONE HUBBARD
City Manager
City of Little Rock

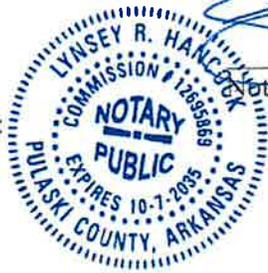
VERIFICATION

STATE OF ARKANSAS)
)
COUNTY OF PULASKI)

SUBSCRIBED AND SWORN to before me, a Notary Public for the within county and state, this 23rd day of February 2026.

My Commission Expires: _____

Notary Public



Approved:

Mark Stodola, Attorney for Petitioner



Lynette M. Perez, Chief Deputy City Attorney

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made on the date reflected below, by and between Brad Tubbs (“Petitioner”) and the City of Little Rock (“Respondent” or the “City”). Petitioner and Respondent are collectively referred to herein as “the Parties.”

WHEREAS “the Parties” specifically exclude Charles Phillips and Patrick Pitts, who remain as Petitioners in the (*Consolidated*) *Administrative Appeal*, and who shall suffer no prejudice, or obtain any benefit, as a result of this Agreement.

WHEREAS Petitioner has filed an Administrative Appeal against Defendant in the Circuit Court of Pulaski County, Arkansas styled *Brad Tubbs v. City of Little Rock*, Case No. 60CV-21-1995 (the “Appeal”).

WHEREAS a liability hearing was held in this matter in October of 2024. On November 20, 2024, the Circuit Court entered a Judgment finding that Petitioner had in fact violated policies of the Little Rock Fire Department, but that the punishment imposed upon Petitioner should be modified from termination to a 30-day suspension;

WHEREAS the City of Little Rock disagrees with the Judgment dated October 20, 2024; however, Petitioner and Respondent desire to mutually settle and resolve all claims and legal disputes between them.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. **LIABILITY.** It is expressly acknowledged that entry into this Agreement, and the consideration provided for in this Agreement, represents the compromise of doubtful and disputed claims; that the execution of this Agreement and the consideration provided for is not an admission of liability, culpability, or responsibility by Petitioner or by Respondent for violation

of any law or regulation.

2. **RELEASE OF CLAIMS.** In exchange for the promises and considerations contained herein, Petitioner, on behalf of himself, his heirs, and his assigns, does hereby fully, finally and forever release and discharge Respondent, its board of directors, departments, officers, management, and assigns, from any and all liabilities, charges, claims, demands, actions, lawsuits, or causes of action, of any kind and every nature whatsoever, known or unknown, related to Petitioner's employment with Respondent and arising through the date Petitioner signs this Agreement. Petitioner specifically releases any and all claims of any kind whatsoever that he has, had, or may have had against Respondent *as of the date of Petitioner's execution of this Agreement* under the following:

- (a) Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000e, *et seq.*);
- (b) the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. § 621 *et seq.*);
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- (e) the ADA Amendments Act of 2008, (42 U.S.C. § 12101, *et seq.*);
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- (h) the Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d), *et seq.*);
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- (k) the Fair Credit Reporting Act, as amended (15 U.S.C. § 1681 *et seq.*);

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- (n) the Arkansas Minimum Wage Act, as amended (A.C.A. § 11-4-201, *et seq.*);
- (o) the Fair Labor Standards Act, as amended (29 U.S.C. § 201, *et seq.*);
- (p) any and all claims under the laws of any state, county, municipality or other governmental subdivision of the United States or any state, including but not limited to, the State of Arkansas; and
- (q) any and all other relevant Federal, State, local laws, and claims for unjust enrichment, quantum meruit, common laws, tort, breach of contract, and/or statutory claims, and/or any claims for attorneys' fees and costs.

3. **DISMISSAL OF ADMINISTRATIVE APPEAL.** Within three (3) days of receipt of payment specified in Paragraph 4, Petitioner agrees to file a *Notice of Dismissal with Prejudice* of Case No. 60CV-21-2402 only. This dismissal shall have no effect on the consolidated cases of Charles Phillips (60CV-21-2402) and Patrick Pitts (60CV-22-4002). Further, this dismissal shall have no effect or impact upon the City's appellate rights regarding the remaining consolidated administrative appeals (in the event a full and final settlement is not reached with Charles Phillips and with Patrick Pitts.)

4. **RETIREMENT REQUIREMENT.** Petitioner agrees to submit for retirement from the Little Rock Fire Department to the Fire Chief within two (2) business days of receipt of the settlement payment specified in Paragraph 5. Petitioner's retirement shall be effective no later than fourteen (14) days after submission of his retirement notice. Petitioner acknowledges that this settlement is contingent upon his retirement from the City of Little Rock and Little Rock Fire Department.

5. **TERMS OF PAYMENT.** Respondent will pay to Petitioner the gross amount of *Three Hundred Ten-Thousand Dollars and 00/100* (\$310,000.00), as consideration for the agreements, promises and covenants set forth herein and in full and complete settlement of Petitioner's claims. The payment will be issued to Petitioner as an additional paycheck, separate from Respondent's normal paycheck, within fourteen (14) days of Petitioner's execution of this Agreement. For the "settlement paycheck," Respondent shall withhold required payroll taxes and state and federal withholding. Respondent will not withhold the "employee portion" of standard LOPFI withholding, the settlement amount will not be reported to LOPFI as wages subject to retirement withholding, and Respondent shall have no obligation to pay any employer contribution to LOPFI for the time period covered by this back pay settlement.

6. **LOPFI MATTERS.** Respondent shall have no obligation to make any employer contribution to LOPFI for the time period covered by the settlement payment specified in Paragraph 5. Petitioner acknowledges and agrees that:

(a) Any contractual relationship between Petitioner and the Local Police and Fire Retirement System (LOPFI) is independent of and separate from this Settlement Agreement;

(b) Any disputes, claims, or issues regarding LOPFI benefits, contributions, eligibility, service credit calculations, or any other LOPFI-related matters are solely between Petitioner and LOPFI;

(c) The City of Little Rock makes no representations, warranties, or guarantees regarding Petitioner's LOPFI retirement benefits, entitlements, service credits, or eligibility for any LOPFI programs or benefits;

(d) Petitioner releases and holds harmless the City of Little Rock, its officers, employees, and agents from any and all claims, demands, or causes of action related to LOPFI

matters, including (but not limited to) employer contribution calculations, benefit determinations, service credit calculations, or eligibility disputes; and

(e) Petitioner assumes full responsibility for resolving any matters with LOPFI and agrees that the City shall have no liability or obligation to Petitioner arising from any LOPFI determinations, calculations, or decisions.

7. **TAXES.** Respondent further agrees that to the extent that any federal or state taxes of any kind, other than required employer withholdings, may be due or payable as a result of the payment to Petitioner referred to above, Petitioner will be responsible for the payment of such taxes. Petitioner agrees to hold Respondent harmless in the event of any claim against Petitioner for payment of Petitioner's share of taxes.

8. **KNOWING AND VOLUNTARY AGREEMENT.** Petitioner expressly acknowledges that he was allowed a reasonable amount of time to consider the terms of this Agreement and that he has read and understood this Agreement and knowingly and voluntarily enters into this Release.

9. **ATTORNEYS FEES AND COSTS.** The settlement payment contemplated herein shall be exclusive of attorneys' fees. Payment of attorneys' fees to counsel for Petitioner will be handled via a separate agreement between the parties or by Order of the Court. On December 24, 2024, Counsel for Petitioner filed a *Motion for Attorney's Fees and Costs*. The parties reached an agreement regarding this *Motion for Attorney's Fees and Costs*, as reflected in the joint letter to the Court dated March 3, 2025. On August 8, 2025, petitioners filed a *Motion for Supplemental Attorneys' Fees and Costs*. An agreement has not been reached regarding this *supplemental motion*. However, the City agrees to negotiate in good faith for attorneys' fees to be paid via mutual agreement. In the event the payment of attorneys' fees (or a separable portion

of attorneys' fees) cannot be resolved by mutual agreement) the parties will submit any unresolved issues for resolution by the Court.

10. **CHOICE OF LAW.** This Agreement is deemed by the Parties to be made and entered into in the State of Arkansas. It shall be interpreted, enforced, and governed under the laws of Arkansas.

11. **WAIVER.** Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

12. **BINDING AGREEMENT.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their agents, directors, beneficiaries, heirs, executors, administrators, successors, and assigns.

13. **COOPERATION CLAUSE.** The Parties acknowledge that it is their intent to consummate the settlement described herein, and they agree to cooperate to the extent necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Agreement.

14. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the Parties, and it replaces and supersedes any prior agreements or understandings between the Parties. All modifications to this Agreement must be made in writing and signed by the Parties.

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16. **BOARD APPROVAL:** The parties acknowledge and agree that this Agreement is expressly subject to, and contingent upon, approval by the Board of Directors for the City of Little Rock at a duly constituted meeting. If Board approval is not obtained within sixty (60) days of execution by both parties, this Agreement shall be void and have no legal force or effect, regardless of any signatures that may have already been added to this Agreement.

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19. **CONSTRUCTION.** This Agreement is deemed to have been drafted jointly by the Parties and, in the event of a dispute, will not be construed in favor of or against any Party by reason of that Party's contribution to the drafting of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

I HEREBY CERTIFY THAT I HAVE READ THIS SETTLEMENT AGREEMENT AND RELEASE AND THAT I UNDERSTAND AND VOLUNTARILY AGREE TO ALL TERMS HEREIN.

Executed this 21 day of February 2026.



BRAD TUBBS

VERIFICATION

STATE OF ARKANSAS)
)
COUNTY OF PULASKI)

SUBSCRIBED AND SWORN to before me, a Notary Public for the within county and state, this 21ST day of February 2026.



Notary Public

My Commission Expires:

12.01.2026

JUNE GILBERT Notary Public - Arkansas Perry County Commission #12357739 My Commission Exp. 12/01/2026

[SIGNATURES CONTINUED ON NEXT PAGE]

I HEREBY CERTIFY THAT I HAVE READ THIS SETTLEMENT AGREEMENT AND RELEASE AND THAT I UNDERSTAND AND VOLUNTARILY AGREE TO ALL TERMS HEREIN.

Executed this 23 day of February 2026.

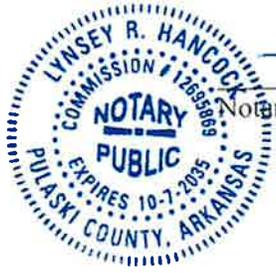


DELPHONE HUBBARD
City Manager
City of Little Rock

VERIFICATION

STATE OF ARKANSAS)
)
COUNTY OF PULASKI)

SUBSCRIBED AND SWORN to before me, a Notary Public for the within county and state, this 23rd day of February 2026

My Commission Expires: _____


Notary Public

Approved:

Mark Stodola, Attorney for Petitioner


Lynette M. Perez, Chief Deputy City Attorney

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made on the date reflected below, by and between Patrick Pitts (“Petitioner”) and the City of Little Rock (“Respondent” or the “City”). Petitioner and Respondent are collectively referred to herein as “the Parties.”

WHEREAS, “the Parties” specifically exclude Bradley Tubbs and Charles Phillips, who remain as Petitioners in the (*Consolidated Administrative Appeal*), and who shall suffer no prejudice, or obtain any benefit, as a result of this Agreement.

WHEREAS, Petitioner has filed an Administrative Appeal against Defendant in the Circuit Court of Pulaski County, Arkansas styled *Patrick Pitts v City of Little Rock*, Case No. 60CV-22-4002 (the “Appeal”).

WHEREAS, a liability hearing was held in this matter in October of 2024. On November 20, 2024, the Circuit Court entered a Judgment finding that Petitioner had in fact violated policies of the Little Rock Fire Department, but that the punishment imposed upon Petitioner should be modified from termination to a 30-day suspension;

WHEREAS, the City of Little Rock disagrees with the Judgment dated October 20, 2024 and retains all rights to appeal said Judgment upon entry of a final order; however, Petitioner and Respondent desire to mutually settle and resolve all claims and legal disputes between them.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. **LIABILITY**. It is expressly acknowledged that entry into this Agreement, and the consideration provided for in this Agreement, represents the compromise of doubtful and disputed claims; that the execution of this Agreement and the consideration provided for is not an admission of liability, culpability, or responsibility on the part of the Parties for violation of any

law.

2. **APPELLATE RIGHTS**. The City of Little Rock expressly reserves the right to pursue all available appellate remedies challenging the Court's Judgment dated November 20, 2024, as it relates to Bradley Tubbs and Charles Phillips in consolidated Case Nos. 60CV-21-1995 and 60CV-21-2402. This Agreement shall not be construed as a waiver or limitation upon the City's appellate rights involving Bradley Tubbs and Charles Phillips in consolidated Case Nos. 60CV-21-1995 and 60CV-21-2402. Upon approval of this settlement agreement and release by the City, Petitioner Patrick Pitts agrees to waive any right to appeal any issue in Case No. 60CV-22-4002.

3. **APPELLATE CONTINGENCIES**: Should the City obtain a favorable appellate ruling on any issue regarding Bradley Tubbs and/or Charles Phillips: (a) Petitioner Patrick Pitts shall have no obligation to repay any portion of the settlement funds received pursuant to this Agreement; and (b) said appellate ruling will have no force or effect on Patrick Pitts' reinstatement with the City and Little Rock Fire Department.

4. **EMPLOYMENT UNAFFECTED**. Petitioner was recently reinstated in his former position with Little Rock Fire Department and Petitioner wishes to remain so employed. The City agrees and affirms that the settlement contemplated herein shall have no effect on Petitioner's current status as an employee *in good standing* with the Little Rock Fire Department. Petitioner shall remain employed with the Little Rock Fire Department, subject to all applicable departmental policies and procedures.

5. **RELEASE OF CLAIMS**. In exchange for the promises contained herein, Petitioner, on behalf of himself, his heirs, and his assigns, does hereby fully, finally and forever release and discharge Respondent, its board of directors, departments, officers, and assigns, from

any and all liabilities, charges, claims, demands, actions, lawsuits, or causes of action, of any kind and every nature whatsoever, known or unknown, related to Petitioner's employment with Respondent and arising through the date Petitioner signs this Agreement. Petitioner specifically releases any and all claims of any kind whatsoever that he has, had, or may have had against Respondent *as of the date of Petitioner's execution of this Agreement* under the following:

- (a) Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000e, *et seq.*);
- (b) the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. § 621 *et seq.*);
- (c) the Civil Rights Acts of 1866, 1871, 1964 and 1991;
- (d) the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 *et seq.*);
- (e) the ADA Amendments Act of 2008, (42 U.S.C. § 12101, *et seq.*);
- (f) the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*);
- (g) the Genetic Information Nondiscrimination Act of 2008, (42 U.S.C. § 2000ff, *et seq.*);
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- (k) the Fair Credit Reporting Act, as amended (15 U.S.C. § 1681 *et seq.*);
- (l) the Occupational Health and Safety Act of 1970, as amended (29 U.S.C. § 651 *et seq.*) or any applicable state safety and health statute or regulations;
- (m) the Family and Medical Leave Act, as amended (29 U.S.C. § 2601, *et seq.*);
- (n) the Arkansas Minimum Wage Act, as amended (A.C.A. § 11-4-201, *et seq.*);
- (o) the Fair Labor Standards Act, as amended (29 U.S.C. § 201, *et seq.*);

- (p) any and all claims under the laws of any state, county, municipality or other governmental subdivision of the United States or any state, including but not limited to, the State of Arkansas; and
- (q) any and all other relevant Federal, State, local laws, and claims for unjust enrichment, quantum meruit, common laws, tort, breach of contract, and/or statutory claims, and/or any claims for attorneys' fees and costs.

6. DISMISSAL OF ADMINISTRATIVE APPEAL. Within three (3) days of receipt of payment specified in Paragraph 7, Petitioner agrees to file a *Notice of Dismissal with Prejudice* of Case No. 60CV-22-4002 only. This dismissal shall have no effect on the consolidated cases of Bradley Tubbs (60CV-21-1995) and Charles Phillips (60CV-21-2402), and shall not affect the City's appellate rights concerning those matters.

7. TERMS OF PAYMENT. Respondent will pay to Petitioner the gross amount of *Three Hundred Thirty-Three Thousand Dollars and 00/100* (\$333,000.00), as consideration for the agreements, promises and covenants set forth herein and in full and complete settlement of Petitioner's claims. The payment will be issued to Petitioner as an additional paycheck, separate from Respondent's normal paycheck, within fourteen (14) days of Plaintiff's execution of this Agreement. For the "settlement paycheck," Respondent shall withhold required payroll taxes; required state and federal withholding; and the "employee portion" of LOPFI withholding. Respondent will report to LOPFI a detail of each amount included in the "settlement paycheck." Respondent will describe the payment to LOPFI as "*salary and compensation paid to Patrick Pitts for the time period from his date of termination through the date of his reinstatement (via mutually agreed settlement).*"

8. SEPARATE PAYMENT TO LOPFI. Respondent will report to LOPFI the payment of compensation to Petitioner for the prior years that this matter was pending (as referenced above). According to standard practice and procedure, upon receipt and processing of

said payment information, LOPFI will issue an "invoice" to the City for the "employer contribution" of the applicable compensation paid to Petitioner. Respondent agrees to make a timely payment of the "employer contribution" to LOPFI.

9. TAXES. Respondent further agrees that to the extent that any federal or state taxes of any kind, other than required employer withholdings, may be due or payable as a result of the payment to Petitioner referred to above, Petitioner will be responsible for the payment of such taxes. Petitioner agrees to hold Respondent harmless in the event of any claim against Petitioner for payment of Petitioner's share of taxes.

10. KNOWING AND VOLUNTARY AGREEMENT. Petitioner expressly acknowledges that he was allowed a reasonable amount of time to consider the terms of this Agreement and that he has read and understood this Agreement and knowingly and voluntarily enters into this Release.

11. ATTORNEYS FEES. The settlement payment contemplated herein shall be exclusive of attorneys' fees. Payment of attorneys' fees to counsel for Petitioner will be handled via a separate agreement between the parties or by Order of the Court. On December 24, 2024, Counsel for Petitioner filed a *Motion for Attorney's Fees and Costs*. The parties reached an agreement regarding this *Motion for Attorney's Fees and Costs*, as reflected in the joint letter to the Court dated March 3, 2025. On August 8, 2025, petitioners filed a *Motion for Supplemental Attorney' Fees and Costs*. An agreement has not been reached regarding this *supplemental motion*. However, the City agrees to negotiate in good faith for attorneys' fees to be paid via mutual agreement. In the event the payment of attorneys' fees (or a separable portion of attorneys' fees) cannot be resolved by mutual agreement) the parties will submit any unresolved issues for resolution by the Court.

12. CHOICE OF LAW. This Agreement is deemed by the Parties to be made and entered into in the State of Arkansas. It shall be interpreted, enforced, and governed under the laws of Arkansas.

13. WAIVER. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

14. BINDING AGREEMENT. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their agents, directors, beneficiaries, heirs, executors, administrators, successors, and assigns.

15. COOPERATION CLAUSE. The Parties acknowledge that it is their intent to consummate the settlement described herein, and they agree to cooperate to the extent necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Agreement.

16. ENTIRE AGREEMENT. This Agreement contains the entire Agreement between the Parties, and it replaces and supersedes any prior agreements or understandings between the Parties. All modifications to this Agreement must be made in writing and signed by the Parties.

17. SEVERABILITY. The provisions of this Agreement are severable. If any term or provision of this agreement is found to be unenforceable, the remaining terms and provisions shall remain in full force and effect.

18. **BOARD APPROVAL:** The parties acknowledge and agree that this Agreement is expressly subject to, and contingent upon, approval by the Board of Directors for the City of Little Rock at a duly constituted meeting. If Board approval is not obtained within sixty (60) days of execution by both parties, this Agreement shall be void and have no legal force or effect, regardless of any signatures that may have already been added to this Agreement.

19. **CAPTIONS.** The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

20. **SIGNATURE/COUNTERPARTS.** The Parties agree that a signed and emailed copy of this Agreement is just as valid as an original signed copy of this Agreement. The Parties further agree that this Agreement may be signed in multiple counterparts, each of which is an original. Should multiple counterparts exist, they will be provided to all Parties for their records.

21. **CONSTRUCTION.** This Agreement is deemed to have been drafted jointly by the Parties and, in the event of a dispute, will not be construed in favor of or against any Party by reason of that Party's contribution to the drafting of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

I HEREBY CERTIFY THAT I HAVE READ THIS SETTLEMENT AGREEMENT AND RELEASE AND THAT I UNDERSTAND AND VOLUNTARILY AGREE TO ALL TERMS HEREIN.

Executed this 16 day of Feb 2026.

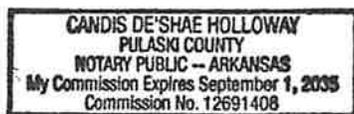


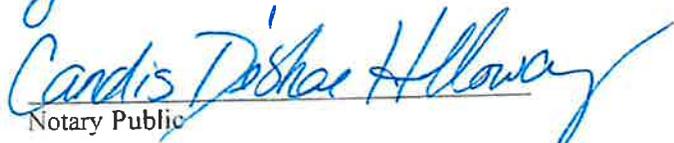
PATRICK PITTS

VERIFICATION

STATE OF ARKANSAS)
)
COUNTY OF PULASKI)

SUBSCRIBED AND SWORN to before me, a Notary Public for the within county and state, this 16th day of February 2026.





Notary Public

My Commission Expires:

9/1/2035

[SIGNATURES CONTINUED ON NEXT PAGE]

I HEREBY CERTIFY THAT I HAVE READ THIS SETTLEMENT AGREEMENT AND RELEASE AND THAT I UNDERSTAND AND VOLUNTARILY AGREE TO ALL TERMS HEREIN.

Executed this 4th day of February 2026.

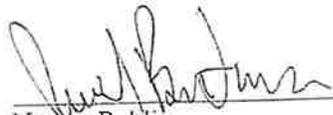


DELPHONE HUBBARD
City Manager
City of Little Rock

VERIFICATION

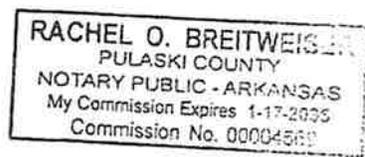
STATE OF ARKANSAS)
)
COUNTY OF PULASKI)

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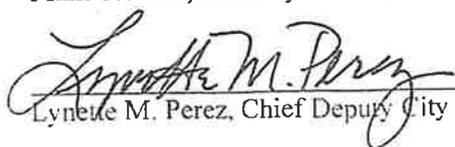


Notary Public

My Commission Expires:
1-17-2035



Approved:

Mark Stodola, Attorney for Petitioner


Lynette M. Perez, Chief Deputy City Attorney