

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made by and between CASILIA LOESSBERG (“Plaintiff” or “LOESSBERG”), and the CITY OF SAN JOSE (hereafter “CITY”). LOESSBERG and CITY are collectively referred to as “Parties” in this Agreement.

WHEREAS, Plaintiff filed a lawsuit on February 22, 2023 entitled *Casilia Loessberg v. City of San Jose*, et al. in the Superior Court for the State of California, County of Santa Clara, case number 23CV411999 (the “Lawsuit”);

WHEREAS, CITY and its employees have denied, and continue to deny, all allegations in the Lawsuit, including but not limited to allegations of discrimination, harassment, retaliation, or otherwise actionable conduct;

WHEREAS, CITY strives to maintain a workplace free of discrimination, harassment, and retaliation. Toward that end, the CITY has a policy governing all CITY employees (including those in the Fire Department), which includes a prohibition on any and all discrimination, harassment, and retaliation in the workplace;

WHEREAS, LOESSBERG retired from CITY employment effective May 30, 2023;

WHEREAS, the Parties desire and have agreed to resolve fully and finally any and all claims and disputes, including, but not limited to, the claims raised in the Lawsuit, workers’ compensation claims, and any and all known and unknown claims related to LOESSBERG’s employment with CITY; and

WHEREAS, Plaintiff desires to dismiss the Lawsuit with prejudice,

NOW THEREFORE, the Parties agree as follows:

1. Release. LOESSBERG hereby releases and forever discharges CITY and all of its divisions, affiliates, related entities, its past and present elected officials, appointed officials, officers, directors, agents, attorneys, insurers, representatives, employees, successors and assigns (hereinafter “Releasees”), from any and all claims, of any and every kind, nature and character, known or unknown, foreseen or unforeseen, based on any act or omission related to her employment with CITY, including, but not limited to, any claims arising out of her offer of employment, employment, or separation from the CITY. The matters released include, but are not limited to, any claims under federal, state or local laws, including claims arising under the California Fair Employment and Housing Act, the Firefighters Bill of Rights Act under California Government Code section 3250 et seq., workers’ compensation law, any common law, tort or contract or statutory claims, and any claims for attorneys’ fees and costs.

2. Waiver of Unknown Claims. It is further understood and agreed by the Parties that as a condition of this Agreement, LOESSBERG hereby expressly waives

and relinquishes any and all claims, rights or benefits that she may have under California Civil Code section 1542. This waiver does not apply to or affect any benefits or compensation LOESSBERG has a right to receive as part of an established City of San Jose retirement plan, including disability retirement, if any. Civil Code section 1542 provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or his favor at the time of executing the release which if known by him or his must have materially affected his or his settlement with the debtor.”

Initials:


CL

3. No Further Legal Action. Upon receipt of all payments provided to LOESSBERG and her attorneys, the Parties agree to not take any further legal action in this matter, except as necessary to enforce this Agreement. The Parties agree to request that trial of this matter be postponed pending completion of terms of this Agreement. However, the Parties agree that the Santa Clara Superior Court retain jurisdiction of this matter pending completion of terms of this Agreement so that, if not all terms are completed as provided herein, this Agreement will not be in effect, and the Lawsuit may proceed. Each party shall be responsible for bearing its own costs, expenses, and attorneys' fees incurred in connection with the Lawsuit and the completion of this settlement.

4. Non-Admission of Liability. The Parties acknowledge that they and CITY's current and former employees each deny any wrongdoing whatsoever in connection with one another and that the settlement agreement made pursuant to this Agreement is made solely for the purpose of compromising disputed claims and avoiding the time, expense, and uncertainty of further litigation. It is expressly understood and agreed that nothing contained in this Agreement shall constitute or be treated as an admission of any wrongdoing or liability on the part of CITY or its employees, agents, or other representatives.

5. Release of Workers' Compensation Claims. LOESSBERG agrees to, and the Parties are in the process of executing, a Compromise and Release, which will be filed in relation to Workers' Compensation Appeals Board Case Number ADJ15683700 ("Compromise and Release") in the amount of fifty-one thousand, one hundred and ten dollars (\$51,110.00). The Compromise and Release will release any and all claims that LOESSBERG may have for workers' compensation benefits as a result of injuries allegedly arising out of her employment with CITY. The Parties acknowledge that the Compromise and Release of such claims must be approved by the Workers' Compensation Appeals Board to be effective. This Agreement is contingent upon that approval and the effective release of LOESSBERG's claims for workers' compensation benefits. If the Compromise and Release is not approved by the Workers' Compensation Appeals Board, CITY will not execute this Agreement, and it shall have no effect.

6. San Jose City Council Approval. This Agreement requires San Jose City Council approval in open session before it can be executed on behalf of CITY. The Parties acknowledge that San Jose City Council will consider this Agreement only following approval of the Compromise and Release by the Workers' Compensation Appeals Board, if approval is given.

7. Payment to LOESSBERG. Within 30 days of the Effective Date of this Agreement, CITY shall pay to LOESSBERG a check in the amount of one hundred, ninety-eight thousand, eight hundred and ninety dollars (\$198,890.00) issued to the Flynn Law Office Trust Account, 1720 Broadway suite 430, Oakland, CA 94612. CITY will issue an applicable 1099 Form to the Flynn Law Office for this payment. The Parties acknowledge that the payment is to settle all claims and disputes between the parties, including LOESSBERG's claims described in her complaint, which include allegations of damages due to alleged physical assault and harassment, and the emotional distress arising therefrom.

8. Acknowledgement of No Other Amounts Due. LOESSBERG acknowledges that, except as expressly provided for in this Agreement, she has been paid any and all salary, bonuses, commissions or other amounts and damages, costs, expenses, and attorneys' fees incurred in connection with the Lawsuit and the completion of this settlement she claims are due from Releasees, and that no other amounts are due to LOESSBERG from Releasees as of the date of this Agreement. This Agreement does not apply to or affect any benefits or compensation LOESSBERG has a right to receive as part of an established City of San Jose retirement plan, including disability retirement, if any.

9. Dismissal of Claims. LOESSBERG and her attorneys shall dismiss the Lawsuit with prejudice within seven (7) business days after receiving payment of the settlement amount specified in paragraph 7, above.

10. California Law Applies. This Agreement, in all respects, shall be interpreted, enforced and governed by and under the laws of the State of California.

11. Successors and Assigns. It is expressly understood and agreed by the Parties that this Agreement and all of its terms shall be binding upon each Party's representatives, heirs, executors, administrators, successors and assigns.

12. Drafting. The Parties agree that this Agreement shall be construed without regard to the drafter of the same and shall be construed as though each Party to this Agreement participated equally in the preparation and drafting of this Agreement.

13. Execution of Additional Documents. The Parties agree to execute such other, further, and different documents as reasonably may be required to effectuate this Agreement.

14. Consultation with Counsel. The Parties and each of them acknowledge that they have had the opportunity to consult with legal counsel of their choice prior to execution and delivery of this Agreement, and that they have in fact done so. LOESSBERG acknowledges that she has been specifically advised by counsel of the consequences of the Release she has executed.

15. Integration. This Agreement constitutes a single, integrated, written contract, expressing the entire agreement between the Parties as to settlement of the Lawsuit. It supersedes all prior agreements between the Parties on that matter. The Parties represent and warrant that they are not relying on any promises or representations that do not appear written herein, except those contained in the Compromise and Release. The Parties further understand and agree that this Agreement can be amended or modified only by a written agreement, signed by all of the Parties hereto.

16. Severability. If any provision in this Agreement is found to be unenforceable, it shall not affect the enforceability of the remaining provisions, and the court shall enforce the remaining provisions to the extent permitted by law.

17. Counterparts. This Agreement may be executed in separate counterparts and each such counterpart shall be deemed an original with the same effect as if all Parties had signed the same document.

18. Authority to Enter Into Agreement. Each Party represents and warrants that, as of the date of the execution of this Agreement, they have the right and authority to execute this Agreement, and they have not sold, assigned, transferred, conveyed, or otherwise disposed of any claims or demands relating to any right surrendered by virtue of this Agreement. Each Party further represents and warrants that they have had the opportunity to consult and has consulted legal counsel in connection with the negotiation and execution of this Agreement. Each of the Parties and their signatory represents that the signatory is either a Party or a business representative or assignee of a Party and is fully authorized to execute this Agreement on behalf of the party for whom they sign.


19. Enforceability. The parties agree that this Agreement is subject to the provisions of Code of Civil Procedure section 664.6.

20. Facsimile Signature. Facsimile signatures on this Agreement shall be treated as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the dates set forth below.

PLEASE READ THIS SETTLEMENT AGREEMENT CAREFULLY. IT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Dated: 03/18/2026


Plaintiff: Casilia Loessberg (Mar 18, 2026 19:44:50 MDT)
CASILIA LOESSBERG
Plaintiff

Dated: _____

CITY OF SAN JOSE

By: _____
SUSANA ALCALA-WOOD
City Attorney as Authorized Agent for
CITY OF SAN JOSE

APPROVED AS TO FORM:

Dated: _____

CITY OF SAN JOSE

By: _____
KENDRA E. MCGEE
Senior Deputy City Attorney
Attorney for CITY OF SAN JOSE






2026 03 06 Settlement Agreement Release Draft 030626

Final Audit Report

2026-03-19

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